



REGION 4 UTAH ACQUISITION SUPPORT CENTER INSTRUCTIONAL COVER SHEET

ISSUING OFFICE:

U.S. DEPARTMENT OF AGRICULTURE
FOREST SERVICE
UTAH ACQUISITION SUPPORT CENTER
2222 WEST 2300 SOUTH
SALT LAKE CITY, UT 84119
FAX (801) 975-3483

SOLICITATION NO: **AG-84N8-S-17-0072**

OFFERS ARE SOLICITED FOR: **FY17 INTERMOUNTAIN REGION- R4, JANITORIAL (UINTA-WASATCH-CACHE NATIONAL FOREST,
HEBER KAMAS RANGER DISTRICT)**

This project is set aside 100% for small business

IMPORTANT – NOTICE TO OFFEROR:

AT A MINIMUM, OFFEROR SHALL SUBMIT THE FOLLOWING DOCUMENTS BACK WITH THEIR RESPONSE TO THIS SOLICITATION:

1. SF-1449 – SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (Complete, Date and Sign)
2. SCHEDULE OF ITEMS
3. TECHNICAL RESPONSE AS IDENTIFIED IN EVALUATION FACTORS FOR AWARD
4. Part 5.1.2, OFFEROR REPRESENTATIONS AND CERTIFICATIONS, paragraph (b) of provision 52.212-3. (OFFEROR REPRESENTATIONS AND CERTIFICATIONS-COMMERCIAL ITEMS), COMPLETE ENTIRE PROVISION OR PARAGRAPH (b) ONLY, AS APPLICABLE. (PAGE 61).
5. Part 5.1.2, OFFEROR REPRESENTATIONS AND CERTIFICATIONS. Paragraph (q) (2) of provision 52.212-3. (PAGE 75).
6. Exhibit #1-EXPERIENCE AND EQUIPMENT QUESTIONNAIRE.
7. ATTACHMENT F-FORM SF-1413 SUBCONTRACTOR (IF APPLICABLE).

Ensure the solicitation number is on the outside of your envelope and retain a copy of solicitation for your records.

Return to:

**USFS - Region 4 - Utah Acquisition Support Center
ATTN: Kellie Martinsson
2222 West 2300 South
Salt Lake City, UT 84119
Solicitation No: AG-84N8-S-17-0072**

Please keep a copy of your quote for your records.

AN AWARD WILL BE MADE FROM THIS SOLICITATION WHEN THE EVALUATION OF OFFERS HAS BEEN COMPLETED WHICH IS ANTICIPATED TO OCCUR SHORTLY AFTER THE CLOSING DATE OF THE SOLICITATION. IN ORDER TO BE CONSIDERED FOR ANY AWARD, IT IS **REQUIRED** THAT CONTRACTORS BE **REGISTERED, ACTIVE AND VALID** IN THE SYSTEM FOR AWARD MANAGEMENT (SAM) DATABASE AT THE TIME THAT AWARD WILL BE MADE. **REFERENCE FAR 52.204-7 SYSTEM FOR AWARD MANAGEMENT. IT IS RECOMMENDED THAT IF YOU ARE A CONTRACTOR THAT WILL BE RESPONDING TO THIS SOLICITATION AND NOT CURRENTLY REGISTERED, ACTIVE AND VALID IN THE SAM DATABASE, THAT YOU IMMEDIATELY BEGIN THE PROCESS. CONTRACTORS MUST ALSO MEET THE SMALL BUSINESS SIZE STANDARD OF THE NAIC'S CODE THAT THIS SOLICITATION IS ISSUED UNDER**

THIS IS THE ONLY NOTICE THAT CONTRACTORS WILL GET INSTRUCTING THEM TO COMPLETE THE SAM REGISTRATION PROCESS IF THEY HAVE NOT ALREADY DONE SO. THE WEBSITE IS <https://www.sam.gov/portal/SAM/#1>.

ALL SOLICITATIONS SHALL BE ISSUED THROUGH THE FEDERAL BUSINESS OPPORTUNITIES (www.fbo.gov). IT IS THE OFFERORS RESPONSIBILITY TO WATCH FOR

ANY AND ALL AMENDMENTS TO THE SOLICITATION, WHICH SHALL BE ISSUED ELECTRONICALLY THROUGH THE FEDERAL BUSINESS OPPORTUNITIES WEBSITE.

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1. REQUISITION NUMBER **847386**

PAGE 2 of 88

2. CONTRACT NO.

3. AWARD/EFFECTIVE DATE

4. ORDER NUMBER

5. SOLICITATION NUMBER

AG-84N8-S-17-0072

6. SOLICITATION ISSUE DATE

04/19/17

7. FOR SOLICITATION
INFORMATION CALL: ►

a. NAME

Kellie Martinsson, Purchasing Agent

b. TELEPHONE NUMBER (No collect calls)

801.975.3428

8. OFFER DUE DATE/LOCAL

**05/05/2017 at
9:00 a.m. Local Time**

9. ISSUED BY:

CODE

10. THIS ACQUISITION IS

() UNRESTRICTED

(X) SET AIDE: 100 % FOR

(X) SMALL BUSINESS

() SMALL DISAV. BUSINESS

() 8(A)

NAICS: 561720

SIZE STANDARD: \$18.0 Million

11. DELIVERY FOR
FOB DESTINATION
UNLESS BLOCK IS
MARKED
☐ SEE
SCHEDULE

12. DISCOUNT TERMS

☐ 13a. THIS CONTRACT IS A RATED
ORDER UNDER DPAS (15 CFR 700)

13b. RATING

14. METHOD OF SOLICITATION

☒ RFQ ☐ IFB ☐ RFP

**Utah Acquisition Support Center
2222 West 2300 South
Salt Lake City, UT 84119**

15. DELIVER TO

CODE

See Schedule

16. ADMINISTERED BY

CODE

Utah Acquisition Support Center

17a. CONTRACTOR/ OFFEROR

CODE

FACILITY
CODE

18a. PAYMENT WILL BE MADE BY

CODE

(see block 9)

TELEPHONE NO.

DUNS#

FAX NO.

TIN#

☐ 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK
IS CHECKED ☐ SEE ADDENDUM

19.
ITEM NO.

20.
SCHEDULE OF SUPPLIES/SERVICES

21.
QUANTITY

22.
UNIT

23.
UNIT PRICE

24.
AMOUNT

FY17 Intermountain Region-R4, Uinta-Wasatch-Cache NF/Heber Kamas Ranger District Janitorial
See attached Schedule of Items

(Attach Additional Sheets as Necessary)

25. ACCOUNTING AND APPROPRIATION DATA

26. TOTAL AWARD AMOUNT (For Govt. Use Only)

☒ 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ☒ ARE ☐ ARE NOT ATTACHED

☐ 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCES FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA ☐ ARE ☐ ARE NOT ATTACHED

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN **1** COPIES

☒ TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET
FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS
SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.

29. AWARD OF CONTRACT: REFERENCE _____ OFFER

☐ DATED _____. YOUR OFFER ON SOLICITATION
(BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE
SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR

30b. NAME AND TITLE OF SIGNER (Type or print)

30c. DATE SIGNED

31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)

31b. NAME OF CONTRACTING OFFICER (Type or print)

31c. DATE SIGNED

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO
THE CONTRACT, EXCEPT AS NOTED

33. SHIP NUMBER

34. VOUCHER NUMBER

35. AMOUNT VERIFIED
CORRECT FOR

☐ PARTIAL ☐ FINAL

36. PAYMENT

☐ COMPLETE ☐ PARTIAL ☐ FINAL

37. CHECK NUMBER

32b. SIGNATURE OF AUTHORIZED GOVT.

32c. DATE

38. S/R ACCOUNT NUMBER

39. S/R VOUCHER NUMBER

40. PAID BY

42a. RECEIVED BY (Print)

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT

41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER

41c. DATE

42b. RECEIVED AT (Location)

42c. DATE REC'D (YY/MM/DD)

42d. TOTAL CONTAINERS

AUTHORIZED FOR LOCAL REPRODUCTION

SEE REVERSE FOR OMB CONTROL NUMBER AND
PAPERWORK BURDEN STATEMENT

STANDARD FORM 1449 (10-95)
Prescribed by GSA - FAR (48 CFR) 53.212

Section 1 – Schedule of Items

Item 0001a – Base Year – May 10, 2017 Through May 09, 2018					
Sub Item	Description	Quantity	Unit	Unit Price	Total
1a	Janitorial Services,-Uinta-Wasatch-Cache NF – Heber Kamas Ranger District Office	12	Month	\$	\$
Total Quote: \$					
Item 0001b – Option Year I – May 10, 2018 Through May 09, 2019					
Sub Item	Description	Quantity	Unit	Unit Price	Total
1b	Janitorial Services, Uinta-Wasatch-Cache NF – Heber Kamas Ranger District Office	12	Month	\$	\$
Total Quote: \$					
Item 0001c – Option Year II – May 10, 2019 Through May 09, 2020					
Sub Item	Description	Quantity	Unit	Unit Price	Total
1c	Janitorial Services, Uinta-Wasatch-Cache NF – Heber Kamas Ranger District Office	12	Month	\$	\$
Total Quote: \$					
Item 0001d – Option Year III – May 10, 2020 Through May 09, 2021					
Sub Item	Description	Quantity	Unit	Unit Price	Total
1d	Janitorial Services, Uinta-Wasatch-Cache NF – Heber Kamas Ranger District Office	12	Month	\$	\$
Total Quote: \$					
Item 0001e – Option Year IV – May 10, 2021 Through May 09, 2022					
Sub Item	Description	Quantity	Unit	Unit Price	Total
1e	Janitorial Services, Uinta-Wasatch-Cache NF – Heber Kamas Ranger District Office	12	Month	\$	\$
Total Quote: \$					
Total of Items 0001a, 0001b, 0001c, 0001d, 0001e				Total \$	
Name of Company (please print):					
DUN's Number:					
Printed Name of Company Agent:					
Signature of Company Agent:					
Date:					
Phone Number:					
Email Address:					

SECTION 2- DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

The United States Department of Agriculture (USDA), Forest Service (FS), Intermountain Region, Uinta-Wasatch-Cache National Forest, Heber Kamas Ranger District Office, has a need for janitorial services for the Heber Kamas Ranger District Office. The base item for this solicitation is for the Heber Kamas Ranger District Office, currently occupied by Forest Service employees. This building will not be occupied by Forest Service employees during the time that it will be cleaned.

2.1 SCOPE OF CONTRACT

This contract shall provide janitorial services in accordance with the specifications and best commercial practices in a manner that will maintain a satisfactory facility condition and present a clean, neat, and professional appearance. The contractor shall furnish all supplies, materials, tools, equipment, labor, transportation, and supervision necessary to perform required janitorial and cleaning services at designated Forest Service buildings in accordance with provisions herein.

a. Directions, Location, and Description of Facilities

Location. The janitorial work to be performed is at the Uinta-Wasatch-Cache National Forest, Heber Kamas Ranger District Office. The Heber Kamas Ranger District Office is located in the city of Heber, in the state of Utah, at 2460 South Highway 40. The zip code is 84032.

Building Description: The Building is a split level structure, consists of approximately 4,898 square feet and is divided into (1) Basement Level (1) Lower Level (1) Ground Level and (1) Upper Level. See Attachment (G) for additional details.

The entry level at ground level contains the reception area, conference room, two restrooms, and one office, as well as two sets of stairs, one leading to the top floor and one leading to the lower floor. This area contains both carpeted and resilient floor areas. The square footage is 1,514.

The top level consists of six individual offices, one hallway, a stair landing, and a common office that contains partitioned/cubicle offices. This area is entirely carpeted. The square footage is 1,442.

The lower area contains two separate offices, one break room/mailroom, and a large common area with partitioned/cubicle offices. This area contains both carpeted and resilient floor areas. The square footage is 1,462.

The basement area will not be cleaned but does include a janitor closet where supplies can be stored.

b. Work Schedule

Work under this contract shall be accomplished outside of regular office hours. Regular office hours are from 7:00 AM to 5:00 PM Monday through Friday. The contractor will not be required to perform work on a National Holiday, or the day the Holiday is observed. In the event that a work schedule falls on a National Holiday (or the day the Holiday is observed) the services normally scheduled for that day shall be performed either the day before or the day after the holiday. A list of all National Holidays are listed below:

New Year's Day
Martin Luther King Jr. Day
President's Day
Memorial Day
Independence Day

Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Christmas Day

c. Government-Furnished Property:

The Government shall furnish to the contractor, materials and supplies necessary to perform the janitorial services described herein. Examples of government furnished property include, but are not limited to the following items:

Fluorescent Tubes
Trash Can Liners
Hand Soap & Dispensers
Toilet Tissue

Light Bulbs
Trash Cans
Paper Towels & Dispensers
Dumpsters for refuse

The Key and/or Card Lock to the building is furnished to the contractor, and shall be returned upon termination of the contract. The key shall not be duplicated.

Utilities necessary to perform the work shall be provided.

Supplies furnished by the Government shall be maintained in a neat, orderly manner by the Contractor when stored at a Government Facility within the designated area. Government shall provide Material Data Sheets for chemicals in cleaning compounds. Contractor shall meet all OSHA requirements for storing cleaning compounds/chemicals if stored on Government premises.

d. Contractor-Furnished Property and Services:

The following supplies will be furnished by the Contractor:

1. All labor, supervision, and transportation.
2. Cleaning equipment and supplies as deemed necessary by the government to complete the work. This includes all brooms, mops, vacuums, carpet cleaning equipment, and cleaning chemicals.
3. The Contractor will be permitted to store Contractor-furnished supplies and equipment in the Government building. Supplies furnished by the contractor shall be maintained in a neat, orderly manner, by the Contractor when stored at a Government Facility within the designated area. Contractor shall provide Safety Data Sheets for chemicals in cleaning compounds. Safety Data Sheets (SDSs) shall be posted in the storage area. Contractor shall meet all OSHA requirements for storing cleaning compounds/chemicals if stored on Government premises. If a piece of equipment needs repair, or is determined unsafe by the COR or Safety Officer, the Contractor shall immediately stop using the equipment. Defective equipment shall be repaired or replaced within 72 hours.

BioBased. The Contractor must comply with Section 9002 of the Farm Security and Rural Investment Act of 2002 (FSRIA), Executive Order (EO) 13423, “Strengthening Federal Environmental, Energy, and Transportation Management,” and the Federal Acquisition Regulation to provide bio based products. The Contractor shall utilize products and material made from bio based materials (e.g., bio based greases, bio based hydraulic fluids, bio based absorbents) to the maximum extent possible without jeopardizing the intended end use or detracting from the overall quality delivered to the end user. All supplies and materials shall be of a type and quality that conform to applicable Federal specifications and standards. All supplies and materials to be used in the performance of work described herein are subject to the approval of the Contracting Officer Representative (COR). The following is an example list of products that may be used in this contract for Janitorial Services for which bio based products are available. The list is not all inclusive. It is desirable that vendors be able to supply the greatest number of bio based products listed meeting the health and environmental specifications.

Adhesive and mastic removers	Glass cleaner
All-purpose cleaner	Gum remover
Bathroom cleaner	Heavy duty cleaner
Carpet cleaners	Metal cleaners and corrosion removers
Chrome polish/cleaner	Microbial cleaners
Disinfectant sanitizer	Multipurpose cleaners
Drain cleaners	Neutral cleaner (liquid)
Furniture cleaners and protectors	Solvent
General purpose household cleaners	Stain remover
	Toilet bowl cleaner

Bio based products that are designated for preferred procurement under USDA’s Bio Preferred program must meet the required minimum bio based content as stated in the USDA Final Rule available at www.biopreferred.gov. The Contractor should provide data for their bio based products such as bio based content.

In addition to the bio based products designated by the U.S. Department of Agriculture in the Bio Preferred Program, the Contractor is encouraged to use other bio based products.

The Contractor shall submit with the initial proposal a complete list of bio based products, indicating the name of the manufacturer, cost of each material, and the intended use of each of the materials that are to be used in carrying out the requirements of the contract. Additionally, the winning Contractor on each anniversary date of the contract shall compile a complete list of bio based products, including the information above, purchased to carry out the contract requirements. The Contractor shall list volume to be used and total cost for each individual product. This information will be used for reporting purposes.

The Contractor shall comply with the provisions at FAR 52.223-1, Bio based Product Certification.

The Contractor shall comply with the clause at FAR 52.223-2, Affirmative Procurement of Bio based Products under Service and Construction Contracts.

Within thirty (30) days of contract award, the Contractor shall submit an Operations and Maintenance Plan. This submittal shall be approved by the COR in writing. The Contractor shall not commence work until this submittal is approved by the COR in writing.

The Plan must be reviewed and updated annually, and is required by the Contracting Officer's Representative (COR). The Plan must contain and define the following elements:

The Contractor's written policy stating its commitment to the use of bio based products, employee health and safety, and sound environmental management practices.

Detail on how the Contractor intends to keep abreast of the development and increasing availability of bio based products and how any new or improved products will be incorporated on an ongoing basis into contract performance.

Proposed bio based custodial products which must be selected in accordance with the criteria included above. At a minimum, the Plan must identify products by brand name for each of the product types.

NOTE: A Contractor may propose more than one product within a product category and/or propose a product or products addressing more than one product category.

The product guides which define standard operating procedures for instructing staff in the proper use, storage, and disposal of bio based products; proper maintenance of equipment; and other procedures/instructions to accomplish work under this contract.

The Contractor shall provide data on the quantity and dollar values of bio based products used in the contract. The data will be submitted to the Contracting Officer's Representative (COR) quarterly.

A demonstration of proper use, an effective training program, and technical assistance are essential to the success of the purchase and use of some bio based products that may function differently than a conventional product. There we will look for a Contractor who will (1) demonstrate products, and 2) when selected, offer any necessary training to all of the service staff and 3) be available with technical assistance to trouble shoot problems.

The Contractor will be permitted to store Contractor-furnished supplies and equipment in the Government building. Supplies furnished by the contractor shall be maintained in a neat, orderly manner by the Contractor when stored at a Government Facility within the designated area. Contractor shall provide Material Data Sheets for chemicals in cleaning compounds. Contractor shall meet all OSHA requirements for storing cleaning compounds/chemicals if stored on Government premises.

e. Work Standards:

The contractor shall exercise care in work methods to prevent damage to any office equipment, windows, materials, on desks, etc.

All work under this contract shall be performed in a skillful and workmanlike manner. The Contracting officer may, in writing require the contractor to remove from work, any employee, the Contracting Officer deems to be incompetent, careless, or otherwise objectionable for theft, possession and/or removal of materials, supplies, equipment, or any government-owned property, or for unsatisfactory performance.

The Contractor shall be responsible for maintaining satisfactory standards of employee competency, conduct, appearance, and integrity, and shall be responsible for taking such disciplinary action with respect to their employees as may be necessary. The Contractor shall prohibit their employees from disturbing papers on desks, opening desk drawers or cabinets, or using telephones or office equipment provided for official Government use.

2.2 CLEANING SCHEDULE

Monday through Friday (Daily)

Weekly (One time per week)

Quarterly (Four times per year: December, March, June and September)

Bi-Annually (April and October)

See Provision 2.3.1 Routine Services

2.3 TECHNICAL SPECIFICATIONS

The tasks for each functional area are outlined in Technical Specifications and Service Delivery Summary Janitorial Services. The performance of the tasks will be monitored periodically based on the Performance Requirements Summary Sheet (**Attachment E**) and reported monthly via the Quality Assurance Checklist (**Attachment D (1)**). The completed Checklist will be retained in the Contracting Officer's Representative (COR) file and a copy provided to the Contracting Officer.

2.3.1 ROUTINE SERVICES

1. Service - Monday through Friday (Daily):

a. Restrooms:

- i. Floors shall be swept or dust mopped.
- ii. Water closets and urinals shall be washed and sanitized. No rest encrustations shall remain. Traps shall be maintained free from odor at all times. Replace cartridges in waterless urinals per manufacturer's specifications.
- iii. Washbasins shall be cleaned.
- iv. Mirrors, shelving, dispensers and chromium fixtures shall be damp-wiped and polished.
- v. All other surfaces shall be spot-cleaned and horizontal surfaces dusted.
- vi. Paper towel waste receptacles shall be emptied and towel, soap, seat cover and toilet dispensers services prior to occupants' (employees) official starting time. Sanitary napkin receptacles shall be emptied, cleaned, disinfected and provided with a new paper bag liner.
- vii. Toilet paper shall be supplied to stalls if dispensers are low.
- viii. Washbasins and countertops shall be cleaned and mirrors damp-wiped and dried as necessary to keep them in a clean condition. Paper towels shall be supplied where towel boxes are provided.

b. Office Area Cleaning:

- i. Wastebaskets shall be emptied and trash removed to main disposal area/dumpster. Wastebaskets shall be lined with a plastic liner. No wastebaskets or similar items shall be stacked on desks, tables, or window sills. Upon completion of work, all furniture fixtures shall be returned to original position.
- ii. The full rug area shall be vacuumed completely to remove all dirt, dust and litter and spot-cleaned to remove obvious stains. High traffic and soiled areas as needed. Mop all linoleum floors. No dirt shall be left in corners, under furniture, behind doors, or on stair landings and steps. There shall be no dirt, trash, or foreign matter under desks, tables, or chairs.
- iii. Clean and wipe drinking fountains. Report any plumbing failures to the Contracting Officer's Representative (COR).
- iv. The carpeted floor area shall be spot-cleaned with a carpet sweeper to remove all obvious surface

dirt from traffic areas and from under furniture weekly unless needed. Exposed floor areas in partially-carpeted offices shall be swept on the same schedule. Sweep all entrances, including stairs.

- v. Remove recycling from the kitchen daily.
- vi. Washbasins and countertops in the conference area shall be cleaned, damp-wiped and dried, to keep them in a clean condition. Paper towels shall be supplied where towel boxes are provided.
- vii. Dust reception and front office area including filing cabinets, counters, and desks. Clean door and window glass inside and outside. Dust blinds, picture frames, front counter, and brochure display case.
- viii. Spot clean walls, woodwork, window and glass as necessary to maintain clean conditions.

2. Weekly Cleaning Services – performed one time per week:

a. Restrooms:

- i. Resilient floors shall be swept and damp-mopped with a disinfectant, high shine cleaner. Clean floors shall be streak-free.
- ii. Restroom surface area of wall/stall partitions, doors, window frames and sills shall be damp wiped.

b. Office Area Cleaning (including lobbies and corridors):

- i. Spot clean walls and clear cobwebs. Clean wastebaskets as needed.
- ii. Collect and recycle materials left in recycling bins throughout work areas and deposit in recycle bin.

3. Quarterly Cleaning Services – FOUR times per year: December, March, June and September:

- i. Maintain interior light fixtures to remove any insects and cobweb buildup.
- ii. Dust venetian blinds and air vent registers throughout the building.
- iii. All entrances, reception areas, conference rooms and corridors shall be dusted, including windowsills, hand railings, fire extinguishers, ledges, and doors.

4. Bi-Annual Services to be Performed in April and October

- i. Wash windows ***inside and outside***, and wipe water spots from sills and frames. Lay drop cloths as required to protect adjacent surfaces, fixtures, and furniture. The one exceptions is the front doors, which shall be cleaned on both sides.
- ii. Resilient floor shall be stripped, waxed and buffed. Use non-slip, high-shine floor wax.
- iii. Machine-clean carpet in heavily-used areas.

2.4 SERVICE DELIVERY SUMMARY

The contractor service requirements are summarized into performance objectives that relate directly to mission essential items. The performance threshold briefly describes the minimum acceptable levels of service required for each requirement. These thresholds are critical to mission success.

Performance Objective	Statement of Work Paragraph	Performance Threshold
<p><u>Basic Restroom Cleaning Services:</u> Floors shall be swept or dust mopped. Water closets and urinals shall be washed and sanitized. No residual encrustations shall remain. Traps shall be maintained free from odor at all times. Replace cartridges in waterless urinals per manufacturer's specifications. Washbasins shall be cleaned. Mirrors, shelving, dispensers and chromium fixtures shall be damp-wiped and polished. All other surfaces shall be spot-cleaned and horizontal surfaces dusted. Paper towel waste receptacles shall be emptied and towel, soap, seat cover and toilet dispensers services prior to occupants' (employees) official starting time. Sanitary napkin receptacles shall be empties, cleaned, disinfected and provided with a new paper bag liner. Toilet paper shall be supplied to stalls if dispensers are low, Washbasins and countertops shall be cleaned and mirrors damp-wiped and dried as necessary to keep them in a clean condition. Paper towels shall be supplied where towel boxes are provided.</p>	<p>Contract Provision 2.3.1(1)-2.3.1(4)</p>	<p>Not to exceed 2 customer complaints per month</p>
<p><u>Basic Office Area Cleaning Services:</u> Wastebaskets shall be emptied and trash removed to main disposal area/dumpster. Wastebaskets shall be lined with a plastic liner. No wastebaskets or similar items shall be stacked on desks, tables, or window sills. Upon completion of work all furniture fixtures shall be returned to original position. The full rug area shall be vacuumed completely to remove all dirt, dust and litter and spot-cleaned to remove obvious stains. High traffic and soiled areas as needed. Mop all linoleum floors. No dirt shall be left in corners, under furniture, behind doors, or on stair landings and steps. There shall be no dirt, trash, or foreign matter under desks, tables, or chairs. Clean and wipe drinking fountains. Report any plumbing failures to the Contracting Officer's Representative (COR). The carpeted floor area shall be spot-cleaned with a carpet sweeper to remove all obvious surface dirt from traffic areas and from under furniture weekly unless needed. Exposed floor areas in partially-carpeted offices shall be swept on the same schedule. Sweep all entrances, including stairs. Remove recycling from the kitchen daily. Washbasins and countertops in the conference area shall be cleaned, damp-wiped and dried, to keep them in a clean condition. Paper towels shall be supplied where towel boxes are provided. Dust reception and front office area including filing cabinets, counters, and desks. Clean door and window glass inside and outside. Dust blinds, picture</p>	<p>Contract Provision 2.3.1(1)-2.3.1(4)</p>	<p>Not to exceed 2 customer complaints per month</p>

frames, from counter and brochure display case. Spot clean walls, woodwork, window and glass as necessary to maintain clean conditions		
<p>Periodic Cleaning Services:</p> <p>Weekly Cleaning Services – Performed One Time Per Week</p> <p>Restrooms: Resilient floors shall be swept and damp-mopped with a disinfectant, high shine cleaner. Clean floors shall be streak free. Restroom surface area of wall/stall partitions, doors, window frames and sills shall be damp wiped.</p> <p>Office Area Cleaning (including lobbies and corridors) Spot clean walls and clear cobwebs. Clean wastebaskets as needed. Collect and recycle materials left in recycling bins throughout work areas and deposit in recycle bin in south parking lot (for Supervisors Office building) and as directed by the Contracting Officer</p> <p>Quarterly Cleaning Services – Four Times Per Year: December, March, June and September Maintain interior light fixtures to remove any insects and cobweb buildup. Dust venetian blinds and air vent registers throughout the building. All entrances, reception areas, conference rooms and corridors shall be dusted, including windowsills, hand railing, fire extinguisher, ledges and doors.</p> <p>Bi-Annual Services to be Performed Every Six Months–April and October Wash windows inside and outside, and wipe water spots from sills and frames. Lay drop cloths as required to protect adjacent surfaces, fixtures, and furniture. The one exception is the front doors, which shall be cleaned on both sides. Resilient floor shall be stripped, waxed and buffed. Use non-slip, high-shine floor wax. Machine-clean carpet in heavily-used areas.</p>	Contract Provision 2.3.1(3)-2.3.1(4)	Not to exceed 2 customer complaints per month

2.5 GOVERNMENT AND CONTRACTOR RESPONSIBILITIES

Government Responsibilities-The Government will not be responsible for damage occasioned by fire, theft, and accident or otherwise, to the Contractor's supplies, materials, or equipment in storage. In addition, the Government will not be responsible for damage to the Contractor's and his/her employee's personal belongings brought into the building.

Contractor Responsibilities-The Contractor shall not employ persons for work on the contract if such employee is considered by the Contracting Officer's Representative (COR) to be a potential threat to the health, safety, security, general well-being, or operation mission of the Agency.

- a. The Contractor is responsible for loss, theft, damage, or destruction of any Government or personal items belonging or assigned to the occupant or user in any office or other rooms of the facilities when such acts can be

proven, beyond a reasonable doubt, to be the fault of the Contractor of one of his/her employees, agents or subcontractors.

- a. Anyone employed by the Contractor must be 16 (sixteen) years of age or older. No one under the age of 16 shall be permitted to work in the building or on the premises. The Contractor shall ensure that no one but the Contractor and/or his/her employees have access to the premises.
- b. The Contractor is also responsible for ensuring that his/her employees do not disturb papers on desks, open desk drawers or cabinets, or use Government telephones or equipment, except as authorized, in writing, by the Contracting Officer's Representative (COR).
- c. The Contractor shall supply some type of identification that must be work at all times while on the premises by Contractor and his/her employees. (FAR 52.204-9 -- Personal Identity Verification of Contractor Personnel)
- d. The Contractor shall inform the Contracting Officer's Representative (COR) of any items in need of repair/replacement.
- e. **Key Control** – the Contractor will establish and implement methods of ensuring that all keys issued by the Government are kept secure in the Contractor's possession and are not used by unauthorized persons.
 - (1) Keys issued by the Government shall not be duplicated.
 - (2) The Contractor will report the occurrence of a lost key to the contracting Officer no later than the next duty day.
 - (3) The Contractor will be required to reimburse the Government for replacement of locks or re-keying as a result of the Contractor loss of keys. In the event a mate key is lost or duplicated, all locks and keys for that system will be replaced by the Government and the total cost deducted from the monthly payment due the Contractor.
 - (4) It is the responsibility of the Contractor to prohibit the use of keys issued by the government to persons other than the Contractor's employees. It is also the responsibility of the Contractor's employees to prohibit the opening of locked areas by Contractor's employees to permit entrance of persons other than Contractor's employees engaged in the performance of assigned work in those areas.
- f. **Energy Conservation** – Contractor shall turn on lights in rooms only during the time needed to perform the required work and shall ensure that all lights, except those required to remain on, are turned off in each room as it is completed.

2.6 MEASUREMENT AND PAYMENT

Payment shall be made on a monthly basis at the unit price per month in accordance with all work accomplished during each previously completed service period (month). If janitorial services begin or end mid-month, payment for that period shall be prorated based on a 30-day month.

2.7 INSPECTION AND ACCEPTANCE

Services performed under this contract shall be subject to inspection and acceptance by the Government. The Contracting Officer will furnish the Contractor with written notice of any item not meeting contract requirements. If deficiency is not corrected within 24 hours, the contractor may be considered in default of the contract. Regardless of inspections by the Government, the Contractor is responsible for self-inspection and maintaining work to the standards required in the specifications.

2.8 PERIOD OF PERFORMANCE

The contract shall become effective approximately May 8, 2017 and shall continue in effect until approximately May 07, 2018, unless terminated in accordance with other provisions contained herein. If option year awards are exercised, the

contract time shall run from approximately May 8 through approximately May 7 of the following calendar year for each option renewal period. The contractor shall be required to commence work under this contract within three calendar days after receipt of the "Notice to Proceed" by the Contractor.

Heber Kamas Ranger District Office- with a base period beginning **May 08, 2017 and continuing to May 07, 2018.**

There is a possibility for 4 (Four) option years:

Option Year 1-May 08, 2018 to May 07, 2019

Option Year 2-May 08, 2019 to May 07, 2020

Option Year 3-May 08, 2020 to May 07, 2021

Option Year 4-May 08, 2021 to May 07, 2022

2.9 PERMITS AND RESPONSIBILITIES

The contractor shall be responsible for all damages to persons or property that occurs as a result of the Contractor's fault or negligence. The Contractor shall take proper safety and health precautions to protect the work, the workers, the public, and the property of others during the performance of the work. After each period of cleaning or other service, the Contractor shall inspect the area for fire hazards, and turn off electric fans and all unnecessary lights.

Outside doors and windows shall be closed and locked. The Contracting Officer's Representative (COR) will designate any lights which are to remain on for security.

2.10 USE OF PREMISES

The Contractor shall comply with the regulations governing the operation of premises, which are occupied and shall perform the contract in such a manner as no to interrupt or interfere with the conduct of Government business. Only the Contractor of the Contractor's designated representative will be permitted on the premises during the performance of the services for this contract. No children will be allowed to accompany custodians while in the performance of their work.

2.11 REGULATIONS/POLICIES

All activities for this contract are governed by the applicable Federal Acquisition Regulations (FAR) as supplemented by the Department of Agriculture Acquisition Regulations (AGAR) and the Forest Service Acquisition Regulations (FSAR) and established local policy and procedures.

2.12 TRAVEL

Travel reimbursement is not authorized under this contract.

2.13 GOVERNMENT VEHICLES

For purposes of this contract, Government furnished resources shall not include Government Vehicles, nor shall contractor personnel be allowed to ride in Government vehicles without prior authorization by the Contracting Officer.

2.14 SECURITY

The Contracting Officer's Representative (COR) for this contract will assist with the Contractor's entry into secure areas and inform the Contractor of security procedures. The Contractor shall comply with all security procedures.

All doors shall remain locked while Contractor performs the work and the Contractor shall ensure that all exterior doors are shut and locked prior to departure. The Contractor shall also ensure that all unnecessary lights and faucets are turned off, and all windows are closed.

All secured interior office doors shall remain locked while Contractor performs the work and the contractor shall ensure that those doors are locked and secured prior to departure. Offices shall only remain open while Contractor is present.

The Contractor shall not adjust any mechanical equipment controls, shall report any fires and hazardous conditions, shall turn in lost and found articles, and shall notify the Contracting Officer's Representative (COR) when an unauthorized or suspicious person(s) is seen on the premises. The Forest Service reserves the right to perform security checks on Contractor employees.

2.15 TRAINING

The Contractor is responsible for all training for its employees except when training can only be provided by the Forest Service. Requests for training by exception must be provided to and approved by the CO prior to the Government conducting training.

2.16 QUALITY

The Contractor shall develop and maintain a quality program to ensure the required services are performed in accordance with commonly accepted commercial practices, which may include service checklists or reports. The Contractor shall implement procedures to identify, prevent and ensure non-recurrence of defective services. As a minimum, the Contractor shall develop quality control procedures addressing the areas identified in the PWS.

The Contracting Officer's Representative (COR) will perform bimonthly inspections to evaluate the quality of work being performed. At any time when work is performed and is not in compliance with specifications, the Contractor will be informed and required to correct the deficiencies in accordance with FAR Clause 52.246-4 Inspection of Services Fixed Price. Acceptance of work will be determined by inspection of the entire job and will be based on adherences to the specification. The Contracting Officer's Representative (COR) will record the results of these inspections on a Quality Assurance Checklist (**Attachment D (1)**). Inspection will be conducted more frequently as deemed necessary by the Contracting Officer's Representative (COR).

Government Remedies.

The Contracting Officer shall follow FAR 52.249-8 Default (Fixed-Price Supply and Service), for Contractor's failure to perform satisfactory services or failure to correct non-conforming services.

Contractor's Performance Assessment Reporting System (CPARS).

The attached Contracting Performance Report is provided for your information. This report will be completed by the Contracting officer's Representative (COR) at the end of each performance period/option year. This information will be entered into the CPARS website.

Performance-Based Contracting.

Quality will be measured based on the standards and objectives listed in the Performance Requirements

Summary

(**Attachment E**).

2.17 IDENTIFICATION OF CONTRACTOR EMPLOYEES

All contract personnel are required to identify themselves as contractors. In any situations where their contractor status is not obvious to third parties, they must make their status known to avoid creating an impression that they are Government employees

2.18 POINTS OF CONTACT (POC): The POCs are:

Contracting Officer's Representative (COR):

Weston McPhie
Forest Technician
Uinta Cache National Forest
Heber Kamas Ranger Office
2460 South Highway 89
Heber, Utah 84032
Office Phone: 435-654.7237
Email: wmcphie@fs.fed.us

Contracting Officer (CO):

Kellie Martinsson
Purchasing Agent
Utah Acquisition Support Center
2222 West 2300 South
Salt Lake City, UT 84119
Office Phone: 801-975-3444
Email: kmartinsson@fs.fed.us

2.19 ATTACHMENTS – See Section 4

Attachment	Description	Pages
A	Quality Assurance Surveillance Plan	3
B	Wage Determination- 15-2531 (Rev.-2) was first posted on www.dol.gov on 01/03/2017	10
C	Quality Assurance Checklist	2
D	Quality Assurance Checklist – Customer Complaint Form	1
E	Performance Requirements Summary	1
F	Form SF-1413 Subcontractor	1
G	Building Layout	2
Exhibit	Description	
1	Experience and Equipment Questionnaire (Contractor required to fill out and return with any offer submitted)	1

Section 3 – CONTRACT CLAUSES

3.1 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <https://www.acquisition.gov/?q=browsefar>

CLAUSES INCORPORATED BY REFERENCE:

CONTRACT TERMS AND CONDITIONS-COMMERCIAL ITEMS (FAR 52.212-4) (JAN 2017)

ADDENDUM TO FAR CLAUSE 52.212-4, CONTRACT TERMS AND CONDITIONS-COMMERCIAL ITEMS (INCORPORATED BY REFERENCE ON STANDARD FORM 1449):

The following clauses are added to the terms and conditions in FAR 52.212-4

SYSTEM FOR AWARD MANAGEMENT

PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL

INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS

PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS

CANCELLATION UNDER MULTI-YEAR CONTRACTS

AFFIRMATIVE PROCURMENT OF BIOBASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS

POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION

(FAR 52.204-7) (OCT 2016)

(FAR 52.204-9) (JAN 2011)

(FAR 52.204-19) (DEC 2014)

(FAR 52.209-2) (NOV 2015)

(FAR 52.217-2) (OCT 1997)

(FAR 52.223-2) (SEPT 2013)

(FAR 52.223-5) (MAY 2011)

DRUG FREE WORK PLACE	(FAR 52.223-6) (MAY 2001)
PRIVACY ACT NOTIFICATION	(FAR 52.224-1) (APR 1984)
LIMITATION ON WITHHOLDING OF PAYMENTS	(FAR 52.232-9) (APR 1984)
EXTRAS	(FAR 52.232-11) (APR 1984)
AVAILABILITY OF FUNDS	(FAR 52.232-18) (APR 1984)
UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS	(FAR 52.232-39) (JUN 2013)
PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	(FAR 52.232-40) (DEC 2013)
APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	(FAR 52.233-4) (OCT 2004)
PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	(FAR 52.232-40) (DEC 2013)
APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	(FAR 52.233-4) (OCT 2004)
PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION.	(FAR 52.237-2)(APR 1984)
STOP-WORK ORDER	(FAR 52.242-15) (AUG 1989)
GOVERNMENT DELAY OF WORK	(FAR 52.242-17) (APR 1984)
GOVERNMENT PROPERTY	(FAR 52.245-1) (JAN 2017)
USE AND CHARGES	(FAR 52.245-9) (APR 2012)
INSPECTION OF SERVICES (FIXED PRICE)	(FAR 52.246-4) (AUG 1996)
DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	(FAR 52.249-8) (APR 1984)
RESTRICTION AGAINST DISCLOSURE	(AGAR 452.237-75) (FEB 1988)

3.2 CLAUSES INCORPORATED BY FULL TEXT:

3.2.1 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS-COMMERCIAL ITEMS. (FAR 52.212-5)(JAN 2017)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- (1) [52.209-10](#), Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).
- (2) [52.233-3](#), Protest After Award (AUG 1996) ([31 U.S.C. 3553](#)).
- (3) [52.233-4](#), Applicable Law for Breach of Contract Claim (OCT 2004)(Public Laws 108-77 and 108-78 ([19 U.S.C. 3805 note](#))).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- X (1) [52.203-6](#), Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) ([41 U.S.C. 4704](#) and [10 U.S.C. 2402](#)).
- (2) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Oct 2015) ([41 U.S.C. 3509](#))).
- (3) [52.203-15](#), Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

___ (4) [52.204-10](#), Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2016) (Pub. L. 109-282) ([31 U.S.C. 6101 note](#)).

___ (5) [Reserved].

___ (6) [52.204-14](#), Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

___ (7) [52.204-15](#), Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

___ (8) [52.209-6](#), Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Oct 2015) ([31 U.S.C. 6101 note](#)).

___ (9) [52.209-9](#), Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) ([41 U.S.C. 2313](#)).

___ (10) [Reserved].

___ (11)(i) [52.219-3](#), Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) ([15 U.S.C. 657a](#)).

___ (ii) Alternate I (Nov 2011) of [52.219-3](#).

___ (12)(i) [52.219-4](#), Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) ([15 U.S.C. 657a](#)).

___ (ii) Alternate I (JAN 2011) of [52.219-4](#).

___ (13) [Reserved]

X (14)(i) [52.219-6](#), Notice of Total Small Business Set-Aside (Nov 2011) ([15 U.S.C. 644](#)).

___ (ii) Alternate I (Nov 2011).

___ (iii) Alternate II (Nov 2011).

___ (15)(i) [52.219-7](#), Notice of Partial Small Business Set-Aside (June 2003) ([15 U.S.C. 644](#)).

___ (ii) Alternate I (Oct 1995) of [52.219-7](#).

___ (iii) Alternate II (Mar 2004) of [52.219-7](#).

- ___ (16) [52.219-8](#), Utilization of Small Business Concerns (Nov 2016) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)).
- ___ (17)(i) [52.219-9](#), Small Business Subcontracting Plan (Nov 2016) ([15 U.S.C. 637\(d\)\(4\)](#)).
- ___ (ii) Alternate I (Nov 2016) of [52.219-9](#).
- ___ (iii) Alternate II (Nov 2016) of [52.219-9](#).
- ___ (iv) Alternate III (Nov 2016) of [52.219-9](#).
- ___ (v) Alternate IV (Nov 2016) of [52.219-9](#).
- ___ (18) [52.219-13](#), Notice of Set-Aside of Orders (Nov 2011) ([15 U.S.C. 644\(r\)](#)).
- ___ (19) [52.219-14](#), Limitations on Subcontracting (Jan 2017) ([15 U.S.C. 637\(a\)\(14\)](#)).
- ___ (20) [52.219-16](#), Liquidated Damages—Subcontracting Plan (Jan 1999) ([15 U.S.C. 637\(d\)\(4\)\(F\)\(i\)](#)).
- ___ (21) [52.219-27](#), Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) ([15 U.S.C. 657 f](#)).
- _X_ (22) [52.219-28](#), Post Award Small Business Program Representation (Jul 2013) ([15 U.S.C. 632\(a\)\(2\)](#)).
- ___ (23) [52.219-29](#), Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Dec 2015) ([15 U.S.C. 637\(m\)](#)).
- ___ (24) [52.219-30](#), Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Dec 2015) ([15 U.S.C. 637\(m\)](#)).
- _X_ (25) [52.222-3](#), Convict Labor (June 2003) (E.O. 11755).
- _X_ (26) [52.222-19](#), Child Labor—Cooperation with Authorities and Remedies (Oct 2016) (E.O. 13126).
- _X_ (27) [52.222-21](#), Prohibition of Segregated Facilities (Apr 2015).
- _X_ (28) [52.222-26](#), Equal Opportunity (Sept 2016) (E.O. 11246).
- ___ (29) [52.222-35](#), Equal Opportunity for Veterans (Oct 2015)([38 U.S.C. 4212](#)).
- ___ (30) [52.222-36](#), Equal Opportunity for Workers with Disabilities (Jul 2014) ([29 U.S.C. 793](#)).
- ___ (31) [52.222-37](#), Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).

___ (32) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

X (33)(i) [52.222-50](#), Combating Trafficking in Persons (Mar 2015) ([22 U.S.C. chapter 78](#) and E.O. 13627).

___ (ii) Alternate I (Mar 2015) of [52.222-50](#) ([22 U.S.C. chapter 78](#) and E.O. 13627).

___ (34) [52.222-54](#), Employment Eligibility Verification (Oct 2015). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in [22.1803](#).)

___ (35) [52.222-59](#), Compliance with Labor Laws (Executive Order 13673) (Oct 2016). (Applies at \$50 million for solicitations and resultant contracts issued from October 25, 2016 through April 24, 2017; applies at \$500,000 for solicitations and resultant contracts issued after April 24, 2017).

Note to paragraph (b)(35): By a court order issued on October 24, 2016, 52.222-59 is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, GSA, DoD and NASA will publish a document in the Federal Register advising the public of the termination of the injunction.

___ (36) [52.222-60](#), Paycheck Transparency (Executive Order 13673) (OCT 2016).

___ (37)(i) [52.223-9](#), Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) ([42 U.S.C. 6962\(c\)\(3\)\(A\)\(ii\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

___ (ii) Alternate I (May 2008) of [52.223-9](#) ([42 U.S.C. 6962\(i\)\(2\)\(C\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

___ (38) [52.223-11](#), Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN 2016) (E.O. 13693).

___ (39) [52.223-12](#), Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).

___ (40)(i) [52.223-13](#), Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).

___ (ii) Alternate I (Oct 2015) of [52.223-13](#).

- ___ (41)(i) [52.223-14](#), Acquisition of EPEAT®-Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).
- ___ (ii) Alternate I (Jun 2014) of [52.223-14](#).
- ___ (42) [52.223-15](#), Energy Efficiency in Energy-Consuming Products (DEC 2007) ([42 U.S.C. 8259b](#)).
- ___ (43)(i) [52.223-16](#), Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).
- ___ (ii) Alternate I (Jun 2014) of [52.223-16](#).
- _X_ (44) [52.223-18](#), Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011) (E.O. 13513).
- ___ (45) [52.223-20](#), Aerosols (JUN 2016) (E.O. 13693).
- ___ (46) [52.223-21](#), Foams (JUN 2016) (E.O. 13693).
- _X_ (47) [52.225-1](#), Buy American—Supplies (May 2014) ([41 U.S.C. chapter 83](#)).
- ___ (48)(i) [52.225-3](#), Buy American—Free Trade Agreements—Israeli Trade Act (May 2014) ([41 U.S.C. chapter 83](#), [19 U.S.C. 3301](#) note, [19 U.S.C. 2112](#) note, [19 U.S.C. 3805](#) note, [19 U.S.C. 4001](#) note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
- ___ (ii) Alternate I (May 2014) of [52.225-3](#).
- ___ (iii) Alternate II (May 2014) of [52.225-3](#).
- ___ (iv) Alternate III (May 2014) of [52.225-3](#).
- ___ (49) [52.225-5](#), Trade Agreements (OCT 2016) ([19 U.S.C. 2501](#), et seq., [19 U.S.C. 3301](#) note).
- _X_ (50) [52.225-13](#), Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- ___ (51) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; [10 U.S.C. 2302 Note](#)).

___ (52) [52.226-4](#), Notice of Disaster or Emergency Area Set-Aside (Nov 2007) ([42 U.S.C. 5150](#)).

___ (53) [52.226-5](#), Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) ([42 U.S.C. 5150](#)).

___ (54) [52.232-29](#), Terms for Financing of Purchases of Commercial Items (Feb 2002) ([41 U.S.C. 4505](#), [10 U.S.C. 2307\(f\)](#)).

___ (55) [52.232-30](#), Installment Payments for Commercial Items (Jan 2017) ([41 U.S.C. 4505](#), [10 U.S.C. 2307\(f\)](#)).

X (56) [52.232-33](#), Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) ([31 U.S.C. 3332](#)).

___ (57) [52.232-34](#), Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) ([31 U.S.C. 3332](#)).

___ (58) [52.232-36](#), Payment by Third Party (May 2014) ([31 U.S.C. 3332](#)).

___ (59) [52.239-1](#), Privacy or Security Safeguards (Aug 1996) ([5 U.S.C. 552a](#)).

___ (60)(i) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) ([46 U.S.C. Appx. 1241\(b\)](#) and [10 U.S.C. 2631](#)).

___ (ii) Alternate I (Apr 2003) of [52.247-64](#).

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

X (1) [52.222-17](#), Nondisplacement of Qualified Workers (May 2014)(E.O. 13495).

X (2) [52.222-41](#), Service Contract Labor Standards (May 2014) ([41 U.S.C. chapter 67](#)).

X (3) [52.222-42](#), Statement of Equivalent Rates for Federal Hires (May 2014) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).

Employee Class	Wage-Fringe Benefits
GS-6	\$17.28

X (4) [52.222-43](#), Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (May 2014) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).

X (5) [52.222-44](#), Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (May 2014) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).

__ (6) [52.222-51](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (May 2014) ([41 U.S.C. chapter 67](#)).

__ (7) [52.222-53](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (May 2014) ([41 U.S.C. chapter 67](#)).

X (8) [52.222-55](#), Minimum Wages Under Executive Order 13658 (Dec 2015).

X (9) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

__ (10) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (May 2014) ([42 U.S.C. 1792](#)).

__ (11) [52.237-11](#), Accepting and Dispensing of \$1 Coin (Sept 2008) ([31 U.S.C. 5112\(p\)\(1\)](#)).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at [52.215-2](#), Audit and Records—Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller

General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR [subpart 4.7](#), Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

- (i) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Oct 2015) ([41 U.S.C. 3509](#)).
- (ii) [52.219-8](#), Utilization of Small Business Concerns (Nov 2016) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include [52.219-8](#) in lower tier subcontracts that offer subcontracting opportunities.
- (iii) [52.222-17](#), Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause [52.222-17](#).
- (iv) [52.222-21](#), Prohibition of Segregated Facilities (Apr 2015)
- (v) [52.222-26](#), Equal Opportunity (Sept 2016) (E.O. 11246).
- (vi) [52.222-35](#), Equal Opportunity for Veterans (Oct 2015) ([38 U.S.C. 4212](#)).
- (vii) [52.222-36](#), Equal Opportunity for Workers with Disabilities (Jul 2014) ([29 U.S.C. 793](#)).
- (viii) [52.222-37](#), Employment Reports on Veterans (Feb 2016) ([38 U.S.C. 4212](#))
- (ix) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause [52.222-40](#).
- (x) [52.222-41](#), Service Contract Labor Standards (May 2014) ([41 U.S.C. chapter 67](#)).
- (xi) [52.222-50](#), Combating Trafficking in Persons (Mar 2015) ([22 U.S.C. chapter 78](#) and E.O 13627). Alternate I (Mar 2015) of [52.222-50](#) ([22 U.S.C. chapter 78](#) and E.O 13627).
- (xii) [52.222-51](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) ([41 U.S.C. chapter 67](#)).
- (xiii) [52.222-53](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) ([41 U.S.C. chapter 67](#)).
- (xiv) [52.222-54](#), Employment Eligibility Verification (Oct 2015) (E.O. 12989).

(xv) [52.222-55](#), Minimum Wages Under Executive Order 13658 (Dec 2015).

(xvi) [52.222-59](#), Compliance with Labor Laws (Executive Order 13673) (Oct 2016) (Applies at \$50 million for solicitations and resultant contracts issued from October 25, 2016 through April 24, 2017; applies at \$500,000 for solicitations and resultant contracts issued after April 24, 2017).

Note to paragraph (e)(1)(xvi): By a court order issued on October 24, 2016, 52.222-59 is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, GSA, DoD and NASA will publish a document in the Federal Register advising the public of the termination of the injunction.

(xvii) [52.222-60](#), Paycheck Transparency (Executive Order 13673) (Oct 2016)).

(xviii) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

(xix) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; [10 U.S.C. 2302 Note](#)).

(xx) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (May 2014)

([42 U.S.C. 1792](#)). Flow down required in accordance with paragraph (e) of FAR clause [52.226-6](#).

(xxi) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006)

([46 U.S.C. Appx. 1241\(b\)](#) and [10 U.S.C. 2631](#)). Flow down required in accordance with paragraph (d) of FAR clause [52.247-64](#).

(2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

3.2.2 OPTION TO EXTEND SERVICES. (FAR 52.217-8)(NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within **60 days of contract expiration**.

3.2.3 OPTION TO EXTEND THE TERM OF THE CONTRACT (FAR 52.217-9) (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within **60 days**; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least **60 days** before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed **5 years and 6 months**.

3.2.4 AFFIRMATIVE PROCUREMENT OF BIOBASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS (FAR 52.223-2)(SEP 2013)

(a) In the performance of this contract, the contractor shall make maximum use of biobased products that are United States Department of Agriculture (USDA)-designated items unless—

(1) The product cannot be acquired—

- (i) Competitively within a time frame providing for compliance with the contract performance schedule;
- (ii) Meeting contract performance requirements; or
- (iii) At a reasonable price.

(2) The product is to be used in an application covered by a USDA categorical exemption (see 7 CFR

3201.3(e)). For example, all USDA-designated items are exempt from the preferred procurement requirement for the following:

(i) Spacecraft system and launch support equipment.

(ii) Military equipment, i.e., a product or system designed or procured for combat or combat related missions.

(b) Information about this requirement and these products is available at <http://www.biopreferred.gov>.

(c) In the performance of this contract, the Contractor shall—

(1) Report to <http://www.sam.gov>, with a copy to the Contracting Officer, on the product types and dollar value of any USDA-designated biobased products purchased by the Contractor during the previous Government fiscal year, between October 1 and September 30; and

(2) Submit this report not later than—

(i) October 31 of each year during contract performance; and

(ii) At the end of contract performance.

3.2.5 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR. (FAR 52.232-19)(APR 1984)

Funds are not presently available for performance under this contract beyond **December 31, 2017**. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond **December 31, 2017**, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

3.2.6 GOVERNMENT PROPERTY INSTALLATION OPERATION SERVICES (FAR 52.245-2) (APR 2012)

a) This Government Property listed in paragraph (e) of this clause is furnished to the Contractor in an “as-is, where is” condition. The Government makes no warranty regarding the suitability for use of the Government property specified in this contract. The Contractor shall be afforded the opportunity to inspect the Government property as specified in the solicitation.

(b) The Government bears no responsibility for repair or replacement of any lost, stolen, damaged or destroyed Government property. If any or all of the Government property is lost, stolen, damaged or destroyed or becomes no longer usable, the Contractor shall be responsible for replacement of the property at Contractor expense. The Contractor shall have title to all replacement property and shall continue to be responsible for contract performance.

(c) Unless the Contracting Officer determines otherwise, the Government abandons all rights and title to unserviceable and scrap property resulting from contract performance. Upon notification to the Contracting Officer, the Contractor shall remove such property from the Government premises and dispose of it at Contractor expense.

(d) Except as provided in this clause, Government property furnished under this contract shall be governed by the Government Property clause of this contract.

(e) Government property provided under this clause include:

- keys and entrance code to access buildings,
- dumpster for refuse and a dumpster for recycling materials

3.2.7 ASSURANCE REGARDING FELONY CONVICTION OR TAX DELINQUENT STATUS FOR CORPORATE APPLICANTS (AGAR 452.209 – 71)(ALTERNATE 1)(SEPT 2015)

(a) This award is subject to the provisions contained in section 433 and 434 of the Consolidated Appropriations Act, 2012 (P.L. No. 112-74), Division E, as amended and/or subsequently enacted, regarding corporate felony convictions and corporate federal tax delinquencies. Accordingly, by accepting this award the contractor acknowledges that it –

(1) does not have a tax delinquency, meaning that it is not subject to any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, and

(2) has not been convicted (or had an officer or agent acting on its behalf convicted) of a felony criminal violation under any Federal or State law within 24 months preceding the award, unless a suspending and debarring official of the United States Department of Agriculture has considered suspension or debarment of the awardee, or such officer or agent, based on these convictions and/or tax delinquencies and determined that suspension or debarment is not necessary to protect the interests of the Government.

(b) If the awardee fails to comply with these provisions, the Forest Service may terminate this contract for default and may recover any funds the awardee has received in violation of sections 433 or 434, as amended and/or subsequently enacted.

3.2.8 EFFECTIVE PERIOD OF THE CONTRACT (AGAR 452.211-75)(FEB 1988)(DEVIATION)

The effective period of this contract is from **May 8, 2017 through May 07, 2018**, excluding possible option years.

3.2.9 POST AWARD CONFERENCE (AGAR 452.215-73) (NOV 1996)

A post award conference with the successful offeror is required. It will be scheduled within 10 days after the date of contract award. The conference will be held at a place and time to be determined between contractor and agency.

3.2.10 KEY PERSONNEL (AGAR 452.237-74) (FEB 1988)

(a) The Contractor shall assign to this contract the following key personnel: **Project Manager**

(b) During the first ninety (90) days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within 15 calendar days after the occurrence of any of these events and provide the information required by paragraph (c) below. After the initial 90-day period, the Contractor shall submit the information required by paragraph (c) to the Contracting Officer at least 15 days prior to making any permanent substitutions.

(c) The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The Contracting Officer will notify the Contractor within 15 calendar days after receipt of all required information of the decision on substitutions. The contract will be modified to reflect any approved changes of key personnel.

3.2.11 INSPECTION OF WORKSITE

The Contractor should take reasonable steps to ascertain the nature and location of the project area and the work to be completed, as well as the general and local site conditions, which can affect the work and its cost. Any failure of the Contractor to take actions described and acknowledged in this paragraph will not relieve the Contractor from the responsibility of estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the Government.

SECTION 4--LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

Attachment	Description	Pages
A	Quality Assurance Surveillance Plan	3
B	Wage Determination- 15-2531 (Rev.-2) was first posted on www.dol.gov on 01/03/2017	10
C	Quality Assurance Checklist	2
D	Quality Assurance Checklist – Customer Complaint Form	1
E	Performance Requirements Summary	1
F	Form SF-1413 Subcontractor	1
G	Building Layout	2
Exhibit	Description	
1	Experience and Equipment Questionnaire (Contractor required to fill out and return with any offer submitted)	1

Attachment A - QUALITY ASSURANCE SURVEILLANCE PLAN

**Quality Assurance Surveillance Plan
(QASP)
FOR SUPPORT OF
Janitorial Services
Wasatch-Cache National Forest
Heber Kamas Ranger District Office**

Introduction

This Quality Assurance Surveillance Plan (QASP) is pursuant to the requirements listed in the statement of work. The contractor shall provide janitorial services.

This QASP sets forth the procedures and guide lines the Forest Service will use in ensuring the required performance standards or service levels are achieved by the contractor.

The purpose of the QASP is to provide Government Surveillance oversight of the Contractor's quality control efforts to assure that they are timely, effective, and is delivering the tasks specified in the contract. The QASP provides a means for evaluating whether the Contractor is meeting the performance standards/quality levels identified in the statement of work and the Contractor's quality control plan, and to ensure that the government pays only for the level of services received. The required performance standards and/or quality levels are included in the statement of work and in section 14 Service Delivery Summary. If the Contractor meets the required service or performance level, it will be paid the monthly amount agreed on in the contract.

This QASP defines the roles and responsibilities of all members of the integrated project team (IPT), identifies the performance objectives, defines the methodologies used to monitor and evaluate the Contractor's performance, describes quality assurance documentation requirements, and describes the analysis of quality assurance monitoring results.

The Contractor, and not the Government, is responsible for management and quality control actions necessary to meet the quality standards set forth by the contract. The QASP is not intended to duplicate the Contractor's Management Plan. The Government may provide the Contractor an information copy of the QASP as an Attachment to the solicitation to support the Contractor's efforts in developing its plan for maintaining the levels of quality anticipated to be delivered under the terms of the contract.

ROLES AND RESPONSIBILITIES

The Contracting Officer

The contracting officer (CO) is responsible for monitoring contract compliance, contract administration, cost control, and for resolving any differences between the observations documented by the Contracting Officer's Representative (COR) and the Contractor. The CO will designate one full-time COR as the government authority for performance management. The number of additional representatives serving as technical inspectors depends on the complexity of the services measured, as well as the Contractor's performance, and must be identified and designated by the CO.

The Contracting Officer's Representative

The contracting officer's representative (COR) is designated in writing by the CO to act as his or her authorized representative to assist in administering a contract. COR limitations are contained in the written appointment letter. The COR is responsible for technical administration of the project and ensures proper government surveillance of the

Contractor's performance. The COR is not empowered to make any contractual commitments or to authorize any contractual changes on the government's behalf. Any changes that the Contractor deems may affect contract price, terms, or conditions shall be referred to the CO for action. The COR will have the responsibility for completing QA monitoring forms used to document the inspection and evaluation of the Contractor's work performance. Government surveillance may occur under the inspection of services clause for any service relating to the contract.

Surveillance

In an effort to minimize the performance management burden, simplified surveillance methods shall be used by the Government to evaluate Contractor performance when appropriate. The primary methods of surveillance are:

Customer Feedback-Customer feedback may be obtained either from the results of formal customer satisfaction surveys or from random customer complaints. Customer complaints, to be considered valid, must set forth clearly and in writing the detailed nature of the complaint, must be signed and must be forwarded to the COR. The COR shall maintain a summary log of all formally received customer complaints as well as a copy of each complaint in a file. The COR shall also keep the tabulated results of all customer satisfaction surveys on file and shall enter the summary results into the Quality Assurance Checklist.

Random Checks/ Inspections on Completion of Workload tasks-Random checks will be conducted to ensure compliance with the intent of the Statement of Work and common commercial practices. The COR will conduct the random monitoring.

Customer Feedback

The contractor is expected to establish and maintain professional communication between its employees and customers. The primary objective of this communication is customer satisfaction. Customer satisfaction is the most significant external indicator of the success and effectiveness of all services provided and can be measured through customer complaints.

Customer complaints to be considered valid, must set forth clearly and in writing the detailed nature of the complaint, must be signed, and must be forwarded to the COR. The COR will accept those customer complaints and investigate using the Quality Assurance Checklist.

Customer feedback may also be obtained from the results of formal customer surveys.

DOCUMENTATION

Quality Assurance File

The COR will, in addition to providing documentation to the Contracting Officer, maintain a complete quality Assurance File. The file will contain copies of all reports, evaluations, recommendations, and any actions related to the Government's performance of the quality assurance function, including the originals of all Surveillance Activity Checklists. All such records will be retained for the life of this contract. The COR shall forward these records to the Contracting Officer monthly, unless otherwise requested.

Contractor Performance Assessment Report System (CPARS)

An evaluation will be submitted through CPARS at the end of each year of performance. This evaluation will be on determinant in exercising an option. The COR will address the quality of the service, schedule, cost control, customer service and other important areas. As this information may affect future source selections throughout the Government, the annual evaluation will be used as an additional performance oversight and communication tool with the QASP.

Resolving Performance Issues

Actions to Remedy Unacceptable Performance

When performance is deemed unacceptable, the COR will so inform the Contractor's on-site representative. Disputes should be referred to the CO for resolution. If any services do not conform to contract requirements, the Government may require the Contractor to re-perform the services to conform with contract requirements at no additional cost to the government. When sub-par performance cannot be corrected by re-performance, the Government may:

- Seek monetary or any other negotiated form of consideration, as well as require the Contractor to take action to reasonably ensure future performance conforms to contract requirements.
- By separate contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service.
- Issue cure notice.
- Issue show cause.
- Terminate the contract for government convenience.
- Terminate the contract for cause.

Performance Resolution

The COR, CO, and Contractor should jointly formulate tactical and long –term courses of action. Decisions regarding changes to metrics, thresholds, or service levels should be clearly documented. Changes to service levels, procedures, and metrics will be incorporated as a bilateral contract modification.

Standard

The facility may never have more than two valid customer complaints. The Contracting Officer's Representative shall notify the Contracting Officer for appropriate action in accordance with FAR 52.212-4, Contract Terms and Conditions-Commercial Items (JAN 2017) or the appropriate Inspection of Services clause, if any of the above service areas exceed two customer complaints.

Procedures

The COR will inspect all work tasks, once monthly. The inspection is required to ensure Contractor compliance with the appropriate paragraphs of the SOW each time the service(s) is/are performed and record results of inspection, noting the date and time of the inspection. If an inspection indicates unacceptable performance, the COR will notify the contract manager of Quality Control Inspector of the deficiencies. The Contractor shall be given 24 hours, after notification to correct the unacceptable performance.

Attachment B - Wage Determination

WD 15-2531 (Rev.-2) was first posted on www.wdol.gov on 01/03/2017

REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210
		Wage Determination No.: 2015-2531
Daniel W. Simms		Revision No.: 2
Director		Date Of Revision: 12/30/2016

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Utah

Area: Utah - All Counties except : Cache

Fringe Benefits Required Follow the Occupational Listing		
OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		12.81
01012 - Accounting Clerk II		14.38
01013 - Accounting Clerk III		16.09
01020 - Administrative Assistant		18.47
01035 - Court Reporter		19.50
01051 - Data Entry Operator I		11.89
01052 - Data Entry Operator II		12.98
01060 - Dispatcher, Motor Vehicle		16.80
01070 - Document Preparation Clerk		14.10
01090 - Duplicating Machine Operator		14.10
01111 - General Clerk I		11.54
01112 - General Clerk II		12.59
01113 - General Clerk III		14.13
01120 - Housing Referral Assistant		16.51
01141 - Messenger Courier		11.64
01191 - Order Clerk I		12.93
01192 - Order Clerk II		14.11
01261 - Personnel Assistant (Employment) I		14.71
01262 - Personnel Assistant (Employment) II		16.45

01263 - Personnel Assistant (Employment) III	18.35
01270 - Production Control Clerk	17.99
01290 - Rental Clerk	11.44
01300 - Scheduler, Maintenance	13.23
01311 - Secretary I	13.23
01312 - Secretary II	14.80
01313 - Secretary III	16.51
01320 - Service Order Dispatcher	14.95
01410 - Supply Technician	18.43
01420 - Survey Worker	12.10
01460 - Switchboard Operator/Receptionist	10.46
01531 - Travel Clerk I	12.39
01532 - Travel Clerk II	13.15
01533 - Travel Clerk III	13.78
01611 - Word Processor I	13.94
01612 - Word Processor II	15.88
01613 - Word Processor III	17.61
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	19.06
05010 - Automotive Electrician	18.09
05040 - Automotive Glass Installer	17.17
05070 - Automotive Worker	17.14
05110 - Mobile Equipment Servicer	15.24
05130 - Motor Equipment Metal Mechanic	18.82
05160 - Motor Equipment Metal Worker	17.14
05190 - Motor Vehicle Mechanic	17.82
05220 - Motor Vehicle Mechanic Helper	14.11
05250 - Motor Vehicle Upholstery Worker	16.19
05280 - Motor Vehicle Wrecker	17.14
05310 - Painter, Automotive	18.09
05340 - Radiator Repair Specialist	17.14
05370 - Tire Repairer	12.41
05400 - Transmission Repair Specialist	18.46
07000 - Food Preparation And Service Occupations	
07010 - Baker	11.60
07041 - Cook I	10.72
07042 - Cook II	12.42
07070 - Dishwasher	8.06
07130 - Food Service Worker	8.28
07210 - Meat Cutter	13.77
07260 - Waiter/Waitress	9.23
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	17.05
09040 - Furniture Handler	12.27
09080 - Furniture Refinisher	17.05
09090 - Furniture Refinisher Helper	12.86
09110 - Furniture Repairer, Minor	14.77
09130 - Upholsterer	17.05
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	9.62
11060 - Elevator Operator	9.62
11090 - Gardener	13.88
11122 - Housekeeping Aide	9.99
11150 - Janitor	9.99
11210 - Laborer, Grounds Maintenance	10.72
11240 - Maid or Houseman	8.86
11260 - Pruner	10.07
11270 - Tractor Operator	12.94
11330 - Trail Maintenance Worker	10.72
11360 - Window Cleaner	11.14

12000 - Health Occupations	
12010 - Ambulance Driver	14.67
12011 - Breath Alcohol Technician	14.74
12012 - Certified Occupational Therapist Assistant	20.78
12015 - Certified Physical Therapist Assistant	18.90
12020 - Dental Assistant	13.03
12025 - Dental Hygienist	30.54
12030 - EKG Technician	23.74
12035 - Electroneurodiagnostic Technologist	23.74
12040 - Emergency Medical Technician	14.67
12071 - Licensed Practical Nurse I	14.56
12072 - Licensed Practical Nurse II	16.29
12073 - Licensed Practical Nurse III	18.17
12100 - Medical Assistant	12.85
12130 - Medical Laboratory Technician	13.99
12160 - Medical Record Clerk	12.64
12190 - Medical Record Technician	14.89
12195 - Medical Transcriptionist	14.45
12210 - Nuclear Medicine Technologist	31.97
12221 - Nursing Assistant I	10.00
12222 - Nursing Assistant II	11.24
12223 - Nursing Assistant III	12.26
12224 - Nursing Assistant IV	13.77
12235 - Optical Dispenser	15.17
12236 - Optical Technician	12.73
12250 - Pharmacy Technician	14.80
12280 - Phlebotomist	13.77
12305 - Radiologic Technologist	21.51
12311 - Registered Nurse I	22.82
12312 - Registered Nurse II	27.91
12313 - Registered Nurse II, Specialist	27.91
12314 - Registered Nurse III	33.76
12315 - Registered Nurse III, Anesthetist	33.76
12316 - Registered Nurse IV	40.47
12317 - Scheduler (Drug and Alcohol Testing)	18.69
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	16.49
13012 - Exhibits Specialist II	20.44
13013 - Exhibits Specialist III	25.00
13041 - Illustrator I	18.72
13042 - Illustrator II	23.20
13043 - Illustrator III	28.30
13047 - Librarian	22.73
13050 - Library Aide/Clerk	10.45
13054 - Library Information Technology Systems Administrator	20.53
13058 - Library Technician	13.18
13061 - Media Specialist I	14.81
13062 - Media Specialist II	16.57
13063 - Media Specialist III	18.48
13071 - Photographer I	15.59
13072 - Photographer II	17.59
13073 - Photographer III	21.61
13074 - Photographer IV	26.44
13075 - Photographer V	31.98
13110 - Video Teleconference Technician	16.34
14000 - Information Technology Occupations	
14041 - Computer Operator I	15.11
14042 - Computer Operator II	16.90
14043 - Computer Operator III	19.95

14044 - Computer Operator IV		21.75
14045 - Computer Operator V		24.10
14071 - Computer Programmer I	(see 1)	23.80
14072 - Computer Programmer II	(see 1)	
14073 - Computer Programmer III	(see 1)	
14074 - Computer Programmer IV	(see 1)	
14101 - Computer Systems Analyst I	(see 1)	
14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		14.59
14160 - Personal Computer Support Technician		21.75
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		31.89
15020 - Aircrew Training Devices Instructor (Rated)		38.58
15030 - Air Crew Training Devices Instructor (Pilot)		42.72
15050 - Computer Based Training Specialist / Instructor		31.89
15060 - Educational Technologist		22.83
15070 - Flight Instructor (Pilot)		42.72
15080 - Graphic Artist		19.67
15090 - Technical Instructor		18.64
15095 - Technical Instructor/Course Developer		22.82
15110 - Test Proctor		15.04
15120 - Tutor		15.04
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		9.04
16030 - Counter Attendant		9.04
16040 - Dry Cleaner		12.02
16070 - Finisher, Flatwork, Machine		9.04
16090 - Presser, Hand		9.04
16110 - Presser, Machine, Drycleaning		9.04
16130 - Presser, Machine, Shirts		9.04
16160 - Presser, Machine, Wearing Apparel, Laundry		9.04
16190 - Sewing Machine Operator		12.90
16220 - Tailor		13.67
16250 - Washer, Machine		10.09
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		18.68
19040 - Tool And Die Maker		21.89
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		14.31
21030 - Material Coordinator		18.38
21040 - Material Expediter		18.38
21050 - Material Handling Laborer		11.67
21071 - Order Filler		11.96
21080 - Production Line Worker (Food Processing)		14.31
21110 - Shipping Packer		13.08
21130 - Shipping/Receiving Clerk		13.08
21140 - Store Worker I		10.83
21150 - Stock Clerk		15.07
21210 - Tools And Parts Attendant		14.31
21410 - Warehouse Specialist		14.31
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		25.76
23021 - Aircraft Mechanic I		24.30
23022 - Aircraft Mechanic II		25.76
23023 - Aircraft Mechanic III		26.95
23040 - Aircraft Mechanic Helper		16.74
23050 - Aircraft, Painter		22.63
23060 - Aircraft Servicer		19.31
23080 - Aircraft Worker		20.59

23110 - Appliance Mechanic	18.84
23120 - Bicycle Repairer	12.41
23125 - Cable Splicer	25.98
23130 - Carpenter, Maintenance	17.48
23140 - Carpet Layer	16.82
23160 - Electrician, Maintenance	20.33
23181 - Electronics Technician Maintenance I	21.64
23182 - Electronics Technician Maintenance II	23.70
23183 - Electronics Technician Maintenance III	25.21
23260 - Fabric Worker	17.27
23290 - Fire Alarm System Mechanic	20.83
23310 - Fire Extinguisher Repairer	16.01
23311 - Fuel Distribution System Mechanic	23.58
23312 - Fuel Distribution System Operator	17.93
23370 - General Maintenance Worker	16.62
23380 - Ground Support Equipment Mechanic	24.30
23381 - Ground Support Equipment Servicer	19.31
23382 - Ground Support Equipment Worker	20.59
23391 - Gunsmith I	16.01
23392 - Gunsmith II	18.54
23393 - Gunsmith III	21.06
23410 - Heating, Ventilation And Air-Conditioning Mechanic	19.11
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	19.96
23430 - Heavy Equipment Mechanic	22.27
23440 - Heavy Equipment Operator	18.92
23460 - Instrument Mechanic	23.00
23465 - Laboratory/Shelter Mechanic	19.80
23470 - Laborer	11.11
23510 - Locksmith	16.75
23530 - Machinery Maintenance Mechanic	20.97
23550 - Machinist, Maintenance	18.47
23580 - Maintenance Trades Helper	13.08
23591 - Metrology Technician I	23.00
23592 - Metrology Technician II	24.38
23593 - Metrology Technician III	25.51
23640 - Millwright	22.04
23710 - Office Appliance Repairer	18.51
23760 - Painter, Maintenance	18.43
23790 - Pipefitter, Maintenance	21.59
23810 - Plumber, Maintenance	20.85
23820 - Pneudraulic Systems Mechanic	21.06
23850 - Rigger	21.06
23870 - Scale Mechanic	18.54
23890 - Sheet-Metal Worker, Maintenance	20.68
23910 - Small Engine Mechanic	17.46
23931 - Telecommunications Mechanic I	24.64
23932 - Telecommunications Mechanic II	26.12
23950 - Telephone Lineman	20.43
23960 - Welder, Combination, Maintenance	17.45
23965 - Well Driller	21.48
23970 - Woodcraft Worker	21.06
23980 - Woodworker	14.12
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	9.97
24580 - Child Care Center Clerk	12.45
24610 - Chore Aide	9.86
24620 - Family Readiness And Support Services Coordinator	11.70

24630 - Homemaker	13.78
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	25.82
25040 - Sewage Plant Operator	19.53
25070 - Stationary Engineer	25.82
25190 - Ventilation Equipment Tender	17.29
25210 - Water Treatment Plant Operator	19.53
27000 - Protective Service Occupations	
27004 - Alarm Monitor	15.44
27007 - Baggage Inspector	12.47
27008 - Corrections Officer	19.80
27010 - Court Security Officer	19.30
27030 - Detection Dog Handler	18.83
27040 - Detention Officer	19.80
27070 - Firefighter	18.02
27101 - Guard I	12.47
27102 - Guard II	18.83
27131 - Police Officer I	21.39
27132 - Police Officer II	23.69
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	10.98
28042 - Carnival Equipment Repairer	11.75
28043 - Carnival Worker	8.65
28210 - Gate Attendant/Gate Tender	14.59
28310 - Lifeguard	11.17
28350 - Park Attendant (Aide)	16.32
28510 - Recreation Aide/Health Facility Attendant	11.91
28515 - Recreation Specialist	16.29
28630 - Sports Official	13.00
28690 - Swimming Pool Operator	15.88
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	22.52
29020 - Hatch Tender	22.52
29030 - Line Handler	22.52
29041 - Stevedore I	20.98
29042 - Stevedore II	24.05
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	35.77
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	24.66
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	27.16
30021 - Archeological Technician I	17.36
30022 - Archeological Technician II	18.37
30023 - Archeological Technician III	22.75
30030 - Cartographic Technician	22.75
30040 - Civil Engineering Technician	19.83
30061 - Drafter/CAD Operator I	17.36
30062 - Drafter/CAD Operator II	18.37
30063 - Drafter/CAD Operator III	20.48
30064 - Drafter/CAD Operator IV	24.96
30081 - Engineering Technician I	14.56
30082 - Engineering Technician II	16.34
30083 - Engineering Technician III	18.28
30084 - Engineering Technician IV	22.65
30085 - Engineering Technician V	27.71
30086 - Engineering Technician VI	32.84
30090 - Environmental Technician	20.38
30210 - Laboratory Technician	19.00
30240 - Mathematical Technician	22.75
30361 - Paralegal/Legal Assistant I	17.20
30362 - Paralegal/Legal Assistant II	21.32

30363 - Paralegal/Legal Assistant III	26.08
30364 - Paralegal/Legal Assistant IV	31.55
30390 - Photo-Optics Technician	22.75
30461 - Technical Writer I	20.95
30462 - Technical Writer II	25.64
30463 - Technical Writer III	31.00
30491 - Unexploded Ordnance (UXO) Technician I	22.74
30492 - Unexploded Ordnance (UXO) Technician II	27.51
30493 - Unexploded Ordnance (UXO) Technician III	32.97
30494 - Unexploded (UXO) Safety Escort	22.74
30495 - Unexploded (UXO) Sweep Personnel	22.74
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2) 20.48
30621 - Weather Observer, Senior	(see 2) 22.75
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	10.64
31030 - Bus Driver	15.04
31043 - Driver Courier	11.38
31260 - Parking and Lot Attendant	8.71
31290 - Shuttle Bus Driver	12.36
31310 - Taxi Driver	10.71
31361 - Truckdriver, Light	12.36
31362 - Truckdriver, Medium	16.84
31363 - Truckdriver, Heavy	18.99
31364 - Truckdriver, Tractor-Trailer	18.99
99000 - Miscellaneous Occupations	
99030 - Cashier	8.83
99050 - Desk Clerk	9.45
99095 - Embalmer	25.48
99251 - Laboratory Animal Caretaker I	10.19
99252 - Laboratory Animal Caretaker II	10.67
99310 - Mortician	33.91
99410 - Pest Controller	14.02
99510 - Photofinishing Worker	11.77
99710 - Recycling Laborer	16.98
99711 - Recycling Specialist	20.20
99730 - Refuse Collector	15.21
99810 - Sales Clerk	11.95
99820 - School Crossing Guard	9.59
99830 - Survey Party Chief	18.63
99831 - Surveying Aide	13.27
99832 - Surveying Technician	16.93
99840 - Vending Machine Attendant	15.14
99841 - Vending Machine Repairer	18.30
99842 - Vending Machine Repairer Helper	15.14

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections

under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.27 per hour or \$170.80 per week or \$740.13 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of eleven paid holidays per year: New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your

regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder.

All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS ****

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE
Standard Form 1444 (SF-1444)

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be retroactive to the commencement date of the contract (See 29 CFR 4.6(b)(2)(iv)(C)(vi)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, U.S. Department of Labor, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

ATTACHMENT C - QUALITY ASSURANCE CHECKLIST

Quality Assurance Checklist –Cleaning Services

LOCATION: _____ MONTH: _____ YEAR: _____	CHECKED	DATE
Cleaning Schedule – Daily Monday through Friday		
Restrooms:		
Floors shall be swept or dust mopped		
Water closets and urinals shall be washed and sanitized. No res encrustations shall remain. Traps shall be maintained free from odor at all times. Replace cartridges in waterless urinals per manufacturer's specifications		
Washbasins shall be cleaned		
Mirrors, shelving, dispensers and chromium fixtures shall be damp-wiped and polished		
All other surfaces shall be spot-cleaned and horizontal surfaces dusted		
Paper towel waste receptacles shall be emptied and towel, soap, seat cover and toilet dispensers services prior to occupants' (employees) official starting time. Sanitary napkin receptacles shall be empties, cleaned, disinfected and provided with a new paper bag liner		
Toilet paper shall be supplied to stalls if dispensers are low		
Washbasins and countertops shall be cleaned and mirrors damp-wiped and dried as necessary to keep them in a clean condition. Paper towels shall be supplied where towel boxes are provided.		
Office Area Cleaning:		
Wastebaskets shall be emptied and trash removed to main disposal area/dumpster. Wastebaskets shall be lined with a plastic liner. No wastebaskets or similar items shall be stacked on desks, tables, or window sills. Upon completion of work all furniture fixtures shall be returned to original position		
The full rug area shall be vacuumed completely to remove all dirt, dust and litter and spot-cleaned to remove obvious stains. High traffic and soiled areas as needed. Mop all linoleum floors. No dirt shall be left in corners, under furniture, behind doors, or on stair landings and steps. There shall be no dirt, trash, or foreign matter under desks, tables, or chairs		
Clean and wipe drinking fountains. Report any plumbing failures to the Contracting Officer's Representative (COR)		
The carpeted floor area shall be spot-cleaned with a carpet sweeper to remove all obvious surface dirt from traffic areas and from under furniture weekly unless needed. Exposed floor areas in partially-carpeted offices shall be swept on the same schedule. Sweep all entrances, including stairs		
Remove recycling from the kitchen daily		
Washbasins and countertops in the conference area shall be cleaned, damp-wiped and dried, to keep them in a clean condition. Paper towels shall be supplied where towel boxes are provided		
Dust reception and front office area including filing cabinets, counters, and desks. Clean door and window glass inside and outside. Dust blinds, picture frames, from counter and brochure display case		
Spot clean walls, woodwork, window and glass as necessary to maintain clean conditions		
Weekly Cleaning Services – Performed One Time Per Week		
Restrooms:		
Resilient floors shall be swept and damp-mopped with a disinfectant, high shine cleaner. Clean floors shall be streak free.		
Restroom surface area of wall/stall partitions, doors, window frames and sills shall be damp wiped.		
Office Area Cleaning (including lobbies and corridors)		
Spot clean walls and clear cobwebs. Clean wastebaskets as needed.		
Collect and recycle materials left in recycling bins throughout work areas and deposit in recycle bin in south parking lot (for Supervisors Office building) and as directed by the Contracting Officer		
Quarterly Cleaning Services – Four Times Per Year: December, March, June and September		
Maintain interior light fixtures to remove any insects and cobweb buildup		
Dust venetian blinds and air vent registers throughout the building		
All entrances, reception areas, conference rooms and corridors shall be dusted, including windowsills, hand railing, fire extinguisher, ledges and doors		

Bi-Annual Services to be Performed Every Six Months–April and October		
Wash windows inside and outside, and wipe water spots from sills and frames. Lay drop cloths as required to protect adjacent surfaces, fixtures, and furniture. The one exception is the front doors, which shall be cleaned on both sides		
Resilient floor shall be stripped, waxed and buffed. Use non-slip, high-shine floor wax.		
Machine-clean carpet in heavily-used areas.		
Bio-Based Products		
Ensure mandatory purchase and use of bio-based products		
Comments: (Note additional comments on back of form)		
<i>Unless noted, services performed were satisfactory.</i>		
COR Signature:_____ Date:_____		

ATTACHMENT D - QUALITY ASSURANCE CHECKLIST

Wasatch-Cache National Forest, Heber Kamas Ranger District Office Janitorial Contract

Quality Assurance - Customer Complaint Form

Cleaning Schedule – Daily Monday through Friday

Restrooms:

Floors shall be swept or dust mopped. Water closets and urinals shall be washed and sanitized. No res encrustations shall remain. Traps shall be maintained free from odor at all times. Replace cartridges in waterless urinals per manufacturer's specifications. Washbasins shall be cleaned. Mirrors, shelving, dispensers and chromium fixtures shall be damp-wiped and polished. All other surfaces shall be spot-cleaned and horizontal surfaces dusted. Paper towel waste receptacles shall be emptied and towel, soap, seat cover and toilet dispensers services prior to occupants' (employees) official starting time. Sanitary napkin receptacles shall be empties, cleaned, disinfected and provided with a new paper bag liner. Toilet paper shall be supplied to stalls if dispensers are low, Washbasins and countertops shall be cleaned and mirrors damp-wiped and dried as necessary to keep them in a clean condition. Paper towels shall be supplied where towel boxes are provided.

Office Area Cleaning:

Wastebaskets shall be emptied and trash removed to main disposal area/dumpster. Wastebaskets shall be lined with a plastic liner. No wastebaskets or similar items shall be stacked on desks, tables, or window sills. Upon completion of work all furniture fixtures shall be returned to original position. The full rug area shall be vacuumed completely to remove all dirt, dust and litter and spot-cleaned to remove obvious stains. High traffic and soiled areas as needed. Mop all linoleum floors. No dirt shall be left in corners, under furniture, behind doors, or on stair landings and steps. There shall be no dirt, trash, or foreign matter under desks, tables, or chairs. Clean and wipe drinking fountains. Report any plumbing failures to the Contracting Officer's Representative (COR). The carpeted floor area shall be spot-cleaned with a carpet sweeper to remove all obvious surface dirt from traffic areas and from under furniture weekly unless needed. Exposed floor areas in partially-carpeted offices shall be swept on the same schedule. Sweep all entrances, including stairs. Remove recycling from the kitchen daily. Washbasins and countertops in the conference area shall be cleaned, damp-wiped and dried, to keep them in a clean condition. Paper towels shall be supplied where towel boxes are provided. Dust reception and front office area including filing cabinets, counters, and desks. Clean door and window glass inside and outside. Dust blinds, picture frames, from counter and brochure display case. Spot clean walls, woodwork, window and glass as necessary to maintain clean conditions

Weekly Cleaning Services – Performed One Time Per Week

Restrooms:

Resilient floors shall be swept and damp-mopped with a disinfectant, high shine cleaner. Clean floors shall be streak free. Restroom surface area of wall/stall partitions, doors, window frames and sills shall be damp wiped.

Office Area Cleaning (including lobbies and corridors)

Spot clean walls and clear cobwebs. Clean wastebaskets as needed. Collect and recycle materials left in recycling bins throughout work areas and deposit in recycle bin in south parking lot (for Supervisors Office building) and as directed by the Contracting Officer

Quarterly Cleaning Services – Four Times Per Year: December, March, June and September

Maintain interior light fixtures to remove any insects and cobweb buildup. Dust venetian blinds and air vent registers throughout the building. All entrances, reception areas, conference rooms and corridors shall be dusted, including windowsills, hand railing, fire extinguisher, ledges and doors.

Bi-Annual Services to be Performed Every Six Months–April and October

Wash windows inside and outside, and wipe water spots from sills and frames. Lay drop cloths as required to protect adjacent surfaces, fixtures, and furniture. The one exception is the front doors, which shall be cleaned on both sides. Resilient floor shall be stripped, waxed and buffed. Use non-slip, high-shine floor wax. Machine-clean carpet in heavily-used areas.

Bio-Based Products

Ensure mandatory purchase and use of bio-based products

Date	Name	Location	Description	Cleaning Crew Initials	Date Resolved

ATTACHMENT E - PERFORMANCE REQUIREMENTS SUMMARY

Performance Requirements Summary

Required Service	Standard (Referencing PWS)	Allowable Deviation	Performance Threshold	Method of Quality Assurance	Disincentive
Clean and Service Restrooms	Clean area of service to meet standards specified in the PWS (See Contract Provision 2.4 Service Delivery Summary)	5% from standard	100% adherence to performance requirements is required. Not to exceed two reported occurrences with less than 100% compliance as reported by the COR on the Quality Assurance Checklist - Attachment D	Monthly Inspections Quality Assurance Checklist – Attachment D	Rework at no cost to the Government.
Office Area Cleaning	Clean area of service to meet standards specified in the PWS (See Contract Provision 2.4 Service Delivery Summary)	5% from standard	100% adherence to performance requirements is required. Not to exceed two reported occurrences with less than 100% compliance as reported by the COR on the Quality Assurance Checklist – Attachment D	Bi-Monthly Inspections Quality Assurance Checklist – Attachment D	Rework at no cost to the Government
Quarterly Cleaning Services	Clean area of service to meet standards specified in the PWS (See Contract Provision 2.4 Service Delivery Summary)	5% from standard	100% adherence to performance requirements is required. Not to exceed two reported occurrences with less than 100% compliance as reported by the COR on the Quality Assurance Checklist - Attachment D	Random Inspections Quality Assurance Checklist - Attachment D	Rework at no cost to the Government.
Services to be Performed Every Six Months	Clean area of service to meet standards specified in the PWS (See Contract Provision 2.4 Service Delivery Summary)	5% from standard	100% adherence to performance requirements is required. Not to exceed two reported occurrences with less than 100% compliance as reported by the COR on the Quality Assurance Checklist - Attachment D	Random Inspections Quality Assurance Checklist - Attachment D	Rework at no cost to the Government.

ATTACHMENT F - Form SF-1413 Subcontractor

STATEMENT AND ACKNOWLEDGMENT					OMB No.: 9000-0014 Expires: 01/31/2008	
Public reporting burden for this collection of information is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat, (VIR), Regulatory and Federal Assistance Division, GSA, Washington, DC 20405; and to the Office of Management and Budget, Paperwork Reduction Project (9000-0014), Washington, DC 20503.						
PART I - STATEMENT OF PRIME CONTRACTOR						
1. PRIME CONTRACT NO.		2. DATE SUBCONTRACT AWARDED		3. SUBCONTRACT NUMBER		
4. PRIME CONTRACTOR				5. SUBCONTRACTOR		
a. NAME				a. NAME		
b. STREET ADDRESS				b. STREET ADDRESS		
c. CITY		d. STATE	e. ZIP CODE	c. CITY		d. STATE e. ZIP CODE
6. The prime contract <input type="checkbox"/> does, <input type="checkbox"/> does not contain the clause entitled "Contract Work Hours and Safety Standards Act -- Overtime Compensation."						
7. The prime contractor states that under the contract shown in Item 1, a subcontract was awarded on the date shown in Item 2 to the subcontractor identified in item 5 by the following firm:						
a. NAME OF AWARING FIRM						
b. DESCRIPTION OF WORK BY SUBCONTRACTOR						
8. PROJECT				9. LOCATION		
10a. NAME OF PERSON SIGNING		11. BY (Signature)			12. DATE SIGNED	
10b. TITLE OF PERSON SIGNING						
PART II - ACKNOWLEDGMENT OF SUBCONTRACTOR						
13. The subcontractor acknowledges that the following clauses of the contract shown in Item 1 are included in this subcontract:						
Contract Work Hours and Safety Standards Act - Overtime Compensation - (If included in prime contract see Block 6)				Davis-Bacon Act		
Payrolls and Basic Records				Apprentices and Trainees		
Withholding of Funds				Compliance with Copeland Act Requirements		
Disputes Concerning Labor Standards				Subcontracts (Labor Standards)		
Compliance with Davis-Bacon and Related Act Regulations				Contract Termination - Debarment		
				Certification of Eligibility		
14. NAME(S) OF ANY INTERMEDIATE SUBCONTRACTORS, IF ANY						
A				C		
B				D		
15a. NAME OF PERSON SIGNING		16. BY (Signature)			17. DATE SIGNED	
15b. TITLE OF PERSON SIGNING						

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 1413 (REV. 7/2005)
Prescribed by GSA/FAR (48 CFR) 53.222(e)

ATTACHMENT G-BUILDING LAYOUT

Basement Level: Total = 480 ft²

Common office
480 ft² -

Lower Level: Total = 1,462 ft²

Common office
680 ft² 782 ft²

Ground Level: Total = 1,514 ft²

Common office
1,256 ft² 258 ft²

Upper Level: Total = 1,442 ft²

Common office
407 ft² 1,035 ft²

Total Common = 2,823 ft²

Total Office = 2,075 ft²

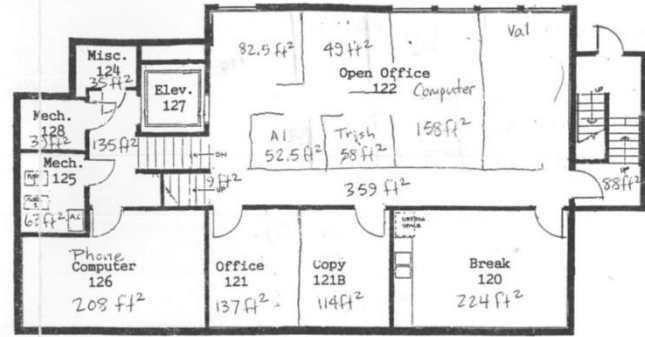
* Total Useable floor Space = 4,898 ft²

* Square footages are approximate and do not include walls. They have also been rounded to the nearest 1/2 foot.

HEBER RANGER DISTRICT OFFICE

Square footages

2460 South Highway 40
Heber, Utah 84032
(801) 654-0470



Basement Lower level
LOWER LEVELS



Ground level Upper level
MAIN AND UPPER LEVELS

Front entry

DAC

5-10-99

EXHIBIT 1 – EXPERIENCE & EQUIPMENT QUESTIONNAIRE

USDA Forest Service <u>EXPERIENCE QUESTIONNAIRE</u> Instructions: See Box 11, Remarks, if extra space is needed to answer any item below, Mark "X" in appropriate boxes.		1. Contractor Name, Address, and Telephone Number	
2. Submitted to (Office Name and Address)		3. Business <input type="checkbox"/> Company <input type="checkbox"/> Co-partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> Non-profit Organization	4. How many years do you or your firm have in the line of work contemplated by this solicitation?
5. How many years experience have you or your business had as a (a) prime contractor ____ and/or (b) sub-contractor ____?			

6. List below the projects your business has completed within the last three years:

Contract Amount	Type of Project	Date Completed	Name, Address, and Telephone No. of Owner/Person to Contact for Project Information

7. List below all of your firm's contractual commitments running concurrently with the work contemplated by this solicitation:

Contract Number	Dollar Amt. of Award	Name, Address, and Telephone No. of Business/Government Agency Involved	Awarded (Units)	Percent Completed	Date Contract Complete

- 8a. Have you ever failed to complete any work awarded to you? ☐ Yes ☐ No
8b. Has work ever been completed by performance bond? ☐ Yes ☐ No
8c. Did you look at the project site(s) on-the-ground? ☐ Yes ☐ No
8d. If "Yes" to either item 8a. or 8b., specify location(s) and reason(s) why:

EXHIBIT #1 CONTINUED- EXPERIENCE & EQUIPMENT QUESTIONNAIRE

9. Employees and equipment that will be available for this project:

a. (1) Minimum number of employees: _____ and (2) Maximum number of employees: _____

b. Are employees regularly on your payroll: [] Yes [] No

c. Specify equipment available for this contract: _____

d. Estimate rate of progress below (such as 2.0 acres/man/day):

(1) Minimum progress rate: _____ and (2) Maximum progress rate: _____

10. List below the experience of the principal individuals of your business: (Who will directly be involved in this contract?)

Individual's Name	Present Position	Years of Experience	Magnitude and Type of Work

11. Remarks -- Specify Box Numbers (Attach sheets if extra space is needed to fully answer any above question.):

NOTE: PLEASE PROVIDE ANY ADDITIONAL INFORMATION THAT WILL HELP EVALUATE YOUR ABILITY TO SUCCESSFULLY COMPLETE THIS PROJECT.

NOTE: List Equipment and Equipment Condition:

CERTIFICATION

I certify that all of the statements made by me are complete and correct to the best of my knowledge, and that any persons named as references are authorized to furnish the Forest Service with any information needed to verify my capability to perform this project.

12a. CERTIFYING OFFICIAL'S NAME AND TITLE

b. SIGNATURE (Sign in ink)

13. DATE

EXHIBIT #1 CONTINUED
EXPERIENCE QUESTIONNAIRE

*(Biobased Products: See FAR Subpart 23.4; – required in operations and maintenance (bldg. mtce) procurements as well as **all** construction procurements. Also see list of designated items at <http://www.biopreferred.gov>.) – **CO edit as needed**

The following is added:

Bio-based Products

Offeror shall identify the bio-based products to be purchased and used under this contract. For each bio-based product, specify the name of the manufacturer, cost of each product, and the intended use of each of the materials that are to be used in carrying out the requirements of the contract. For each bio-based product, the Offeror shall specify the percentage of bio-based content, and for the USDA-designated bio-based content products, the Offeror shall demonstrate that the products to be used under this contract will contain the percentage specified in the USDA recommendations or the highest level of bio-based material practicable, consistent with USDA's recommended percentages of bio-based content.

The Offeror shall document prior experience in specifying, purchasing, using, and installing bio-based products. The Offeror shall provide a list of all relevant contracts over the past 3 years involving the specification, purchase, and/or use of bio-based products. The Offeror shall include a list of the bio-based products specified, purchased, used, and installed.

The above information shall be provided for all proposed subcontractors in the same format and level of detail as prescribed for the Offeror.

Attach additional sheets, as necessary.

SECTION 5 –REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS OR RESPONDENTS

5.1 SOLICITATION PROVISIONS

PROVISIONS INCORPORATED BY REFERENCE:

INSTRUCTIONS TO OFFERORS-COMMERCIAL ITEMS (FAR 52.212-1)(JAN 2017)
EVALUATION OF OPTIONS EXERCISED AT TIME OF CONTRACT AWARD (FAR 52.217-4)(JUN 1988)
EVALUATION OF OPTIONS (FAR 52.217-5)(JUL 1990)
PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN-REPRESENTATIONS AND CERTIFICATIONS. (FAR52.225-25)(OCT 2015)

PROVISIONS INCORPORATED BY FULL TEXT:

5.1.1 UNIQUE ENTITY IDENTIFIER. (FAR 52.204-6)(OCT 2016)

(a) Definitions. As used in this provision--

“Electronic Funds Transfer (EFT) indicator” means a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the commercial, nonprofit, or Government entity to establish additional System for Award Management records for identifying alternative EFT accounts (see subpart 32.11) for the same entity.

“Unique entity identifier” means a number or other identifier used to identify a specific commercial, nonprofit, or Government entity. See www.sam.gov for the designated entity for establishing unique entity identifiers.

(b) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “Unique Entity Identifier” followed by the unique entity identifier that identifies the Offeror’s name and address exactly as stated in the offer. The Offeror also shall enter its EFT indicator, if applicable.

(c) If the Offeror does not have a unique entity identifier, it should contact the entity designated at www.sam.gov for establishment of the unique entity identifier directly to obtain one. The Offeror should be prepared to provide the following information:

- (1) Company legal business name.
- (2) Tradestyle, doing business, or other name by which your entity is commonly recognized.
- (3) Company physical street address, city, state and Zip Code.
- (4) Company mailing address, city, state and Zip Code (if separate from physical).
- (5) Company telephone number.

(6) Date the company was started.

(7) Number of employees at your location.

(8) Chief executive officer/key manager. Solicitation Number: AG-84N8-S-17-0072 FY 17
Heber Kamas Ranger District (Uinta-Wasatch-Cache National Forest), Janitorial

(9) Line of business (industry).

(10) Company headquarters name and address (reporting relationship within your entity).

5.1.2 OFFEROR REPRESENTATIONS AND CERTIFICATIONS-COMMERCIAL ITEMS. (FAR 52.212-3)(JAN 2017)

The Offeror shall complete only paragraph (b) of this provision if the Offeror has completed the annual representations and certification electronically via the System for Award Management (SAM) website located at <https://www.sam.gov/portal>. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (u) of this provision.

(a) Definitions. As used in this provision—

“Administrative merits determination” means certain notices or findings of labor law violations issued by an enforcement agency following an investigation. An administrative merits determination may be final or be subject to appeal or further review. To determine whether a particular notice or finding is covered by this definition, it is necessary to consult section II.B. in the DOL Guidance.

“Arbitral award or decision” means an arbitrator or arbitral panel determination that a labor law violation occurred, or that enjoined or restrained a violation of labor law. It includes an award or decision that is not final or is subject to being confirmed, modified, or vacated by a court, and includes an award or decision resulting from private or confidential proceedings. To determine whether a particular award or decision is covered by this definition, it is necessary to consult section II.B. in the DOL Guidance.

“Civil judgment” means—

(1) In paragraph (h) of this provision: A judgment or finding of a civil offense by any court of competent jurisdiction.

(2) In paragraph (s) of this provision: Any judgment or order entered by any Federal or State court in which the court determined that a labor law violation occurred, or enjoined or restrained a violation of labor law. It includes a judgment or order that is not final or is subject to appeal. To determine whether a particular judgment or order is covered by this definition, it is necessary to consult section II.B. in the DOL Guidance.

“DOL Guidance” means the Department of Labor (DOL) Guidance entitled: “Guidance for Executive Order 13673, ‘Fair Pay and Safe Workplaces’”. The DOL Guidance was initially published in the Federal Register on August 25,

2016, and significant revisions will be published for public comment in the Federal Register. The DOL Guidance and subsequent versions can be obtained from www.dol.gov/fairpayandsafeworkplaces.

“Economically disadvantaged women-owned small business (EDWOSB) concern” means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and

who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

“Enforcement agency” means any agency granted authority to enforce the Federal labor laws. It includes the enforcement components of DOL (Wage and Hour Division, Office of Federal Contract Compliance Programs, and Occupational Safety and Health Administration), the Equal Employment Opportunity Commission, the Occupational Safety and Health Review Commission, and the National Labor Relations Board. It also means a State agency designated to administer an OSHA-approved State Plan, but only to the extent that the State agency is acting in its capacity as administrator of such plan. It does not include other Federal agencies which, in their capacity as contracting agencies, conduct investigations of potential labor law violations. The enforcement agencies associated with each labor law under E.O. 13673 are—

- (1) Department of Labor Wage and Hour Division (WHD) for—
 - (i) The Fair Labor Standards Act;
 - (ii) The Migrant and Seasonal Agricultural Worker Protection Act;
 - (iii) [40 U.S.C. chapter 31](#), subchapter IV, formerly known as the Davis-Bacon Act;

- (iv) [41 U.S.C. chapter 67](#), formerly known as the Service Contract Act;
 - (v) The Family and Medical Leave Act; and
 - (vi) E.O. 13658 of February 12, 2014 (Establishing a Minimum Wage for Contractors);
- (2) Department of Labor Occupational Safety and Health Administration (OSHA) for—
- (i) The Occupational Safety and Health Act of 1970; and
 - (ii) OSHA-approved State Plans;
- (3) Department of Labor Office of Federal Contract Compliance Programs (OFCCP) for—
- (i) Section 503 of the Rehabilitation Act of 1973;
 - (ii) The Vietnam Era Veterans’ Readjustment Assistance Act of 1972 and the Vietnam Era Veterans’ Readjustment Assistance Act of 1974; and
 - (iii) E.O. 11246 of September 24, 1965 (Equal Employment Opportunity);
- (4) National Labor Relations Board (NLRB) for the National Labor Relations Act; and
- (5) Equal Employment Opportunity Commission (EEOC) for—
- (i) Title VII of the Civil Rights Act of 1964;
 - (ii) The Americans with Disabilities Act of 1990;
 - (iii) The Age Discrimination in Employment Act of 1967; and
 - (iv) Section 6(d) of the Fair Labor Standards Act (Equal Pay Act).
- “Forced or indentured child labor” means all work or service—
- (6) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
- (7) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

“Highest-level owner” means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

“Immediate owner” means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

“Inverted domestic corporation”, means a foreign incorporated entity that meets the definition of an inverted domestic corporation under [6 U.S.C. 395\(b\)](#), applied in accordance with the rules and definitions of [6 U.S.C. 395\(c\)](#).

“Labor compliance agreement” means an agreement entered into between a contractor or subcontractor and an enforcement agency to address appropriate remedial measures, compliance assistance, steps to resolve issues to increase compliance with the labor laws, or other related matters.

“Labor laws” means the following labor laws and E.O.s:

- (1) The Fair Labor Standards Act.
- (2) The Occupational Safety and Health Act (OSHA) of 1970.
- (3) The Migrant and Seasonal Agricultural Worker Protection Act.
- (4) The National Labor Relations Act.
- (5) [40 U.S.C. chapter 31](#), subchapter IV, formerly known as the Davis-Bacon Act.
- (6) [41 U.S.C. chapter 67](#), formerly known as the Service Contract Act.
- (7) E.O. 11246 of September 24, 1965 (Equal Employment Opportunity).
- (8) Section 503 of the Rehabilitation Act of 1973.
- (9) The Vietnam Era Veterans’ Readjustment Assistance Act of 1972 and the Vietnam Era Veterans’ Readjustment Assistance Act of 1974.
- (10) The Family and Medical Leave Act.

(11) Title VII of the Civil Rights Act of 1964.

(12) The Americans with Disabilities Act of 1990.

(13) The Age Discrimination in Employment Act of 1967.

(14) E.O. 13658 of February 12, 2014 (Establishing a Minimum Wage for Contractors).

(15) Equivalent State laws as defined in the DOL Guidance. (The only equivalent State laws implemented in the FAR are OSHA-approved State Plans, which can be found at www.osha.gov/dcsp/osp/approved_state_plans.html).

“Labor law decision” means an administrative merits determination, arbitral award or decision, or civil judgment, which resulted from a violation of one or more of the laws listed in the definition of “labor laws”.

“Manufactured end product” means any end product in product and service codes (PSCs) 1000-9999, except—

(1) PSC 5510, Lumber and Related Basic Wood Materials;

(2) Product or Service Group (PSG) 87, Agricultural Supplies;

(3) PSG 88, Live Animals;

(4) PSG 89, Subsistence;

(5) PSC 9410, Crude Grades of Plant Materials;

(6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;

(7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;

(8) PSC 9610, Ores;

(9) PSC 9620, Minerals, Natural and Synthetic; and

(10) PSC 9630, Additive Metal Materials.

“Place of manufacture” means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that

is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

“Predecessor” means an entity that is replaced by a successor and includes any predecessors of the predecessor.

“Restricted business operations” means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

“Sensitive technology” —

- (1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—
 - (i) To restrict the free flow of unbiased information in Iran; or
 - (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and
- (2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act ([50 U.S.C. 1702\(b\)\(3\)](#)).

“Service-disabled veteran-owned small business concern”—

(1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in [38 U.S.C. 101\(2\)](#), with a disability that is service-connected, as defined in [38 U.S.C. 101\(16\)](#).

“Small business concern” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

“Small disadvantaged business concern”, consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that—

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by—

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13 CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

“Subsidiary” means an entity in which more than 50 percent of the entity is owned—

- (1) Directly by a parent corporation; or
- (2) Through another subsidiary of a parent corporation.

“Veteran-owned small business concern” means a small business concern—

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at [38 U.S.C. 101\(2\)](#)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

“Successor” means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term “successor” does not include new offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

“Women-owned business concern” means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

“Women-owned small business concern” means a small business concern—

- (1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

“Women-owned small business (WOSB) concern eligible under the WOSB Program” (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

Note to paragraph (a): By a court order issued on October 24, 2016, the following definitions in this paragraph (a) are enjoined indefinitely as of the date of the order: “Administrative merits determination”, “Arbitral award or decision”, paragraph (2) of “Civil judgment”, “DOL Guidance”, “Enforcement agency”, “Labor compliance agreement”, “Labor laws”, and “Labor law decision”. The enjoined definitions will become effective immediately

if the court terminates the injunction. At that time, GSA, DoD and NASA will publish a document in the Federal Register advising the public of the termination of the injunction.

(b)(1) Annual Representations and Certifications. Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the SAM website.

(2) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through <http://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR [52.212-3](#), Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR [4.1201](#)), except for paragraphs _____.

[Offeror to identify the applicable paragraphs at (c) through (t) of this provision that the offeror has completed for the purposes of this solicitation only, if any.

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on SAM.]

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.

(2) Veteran-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, that it ☐ is, ☐ is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is, ☐ is not a women-owned small business concern.

(6) WOSB concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] The offeror represents that—

(i) It ☐ is, ☐ is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: _____.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.] The offeror represents that—

(i) It ☐ is, ☐ is not an EDWOSB concern, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: _____.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

Note: Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(8) Women-owned business concern (other than small business concern). [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is a women-owned business concern.

(9) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price: _____

(10) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that—

(i) It ☐ is, ☐ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and

(ii) It ☐ is, ☐ is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: _____.] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246—

(1) Previous contracts and compliance. The offeror represents that—

(i) It ☐ has, ☐ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It ☐ has, ☐ has not filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that—

(i) It ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 cfr parts 60-1 and 60-2), or

(ii) It ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) Buy American Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) [52.225-1](#), Buy American—Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.” The terms “commercially available off-the-shelf (COTS) item” “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American—Supplies.”

(2) Foreign End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR [Part 25](#).

(g)(1) Buy American—Free Trade Agreements—Israeli Trade Act Certificate. (Applies only if the clause at FAR [52.225-3](#), Buy American—Free Trade Agreements—Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms “Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product,” “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” “Free Trade Agreement country,” “Free Trade Agreement country end product,” “Israeli end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act.”

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act.” The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.”

Other Foreign End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR [Part 25](#).

(2) Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate I. If Alternate I to the clause at FAR [52.225-3](#) is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act”:

Canadian End Products:

Line Item No.

[List as necessary]

(3) Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate II. If Alternate II to the clause at FAR [52.225-3](#) is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act”:

Canadian or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(4) Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate III. If Alternate III to the clause at [52.225-3](#) is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American-Free Trade Agreements-Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(5) Trade Agreements Certificate. (Applies only if the clause at FAR [52.225-5](#), Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR [Part 25](#). For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Responsibility Matters (Executive Order 12689). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals—

(1) ☐ Are, ☐ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) ☐ Have, ☐ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

(3) ☐ Are, ☐ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) ☐ Have, ☐ have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) Examples.

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with

the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. §362 (the Bankruptcy Code).

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at .]

(1) Listed end products.

Listed End Product	Listed Countries of Origin
_____	_____
_____	_____

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

- ☐ (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.
- ☐ (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) Place of manufacture. (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1) ☐ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) ☐ Outside the United States.

(k) Certificates regarding exemptions from the application of the Service Contract Labor Standards (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

☐ (1) Maintenance, calibration, or repair of certain equipment as described in FAR [22.1003-4](#)(c)(1). The offeror ☐ does ☐ does not certify that—

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR [22.1003-4](#)(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

☐ (2) Certain services as described in FAR [22.1003-4](#)(d)(1). The offeror ☐ does ☐ does not certify that—

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR [22.1003-4](#)(d)(2)(iii));

- (iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and
- (iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies—

- (i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and
- (ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) Taxpayer Identification Number (TIN) ([26 U.S.C. 6109](#), [31 U.S.C. 7701](#)). (Not applicable if the offeror is required to provide this information to the SAM database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of [31 U.S.C. 7701\(c\)](#) and [3325\(d\)](#), reporting requirements of [26 U.S.C. 6041](#), [6041A](#), and [6050M](#), and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government ([31 U.S.C. 7701\(c\)\(3\)](#)). If the resulting contract is subject to the payment reporting requirements described in FAR [4.904](#), the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

- ☐ TIN: _____.
- ☐ TIN has been applied for.
- ☐ TIN is not required because:

- ☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
- ☐ Offeror is an agency or instrumentality of a foreign government;
- ☐ Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

- ☐ Sole proprietorship;
- ☐ Partnership;
- ☐ Corporate entity (not tax-exempt);
- ☐ Corporate entity (tax-exempt);
- ☐ Government entity (Federal, State, or local);
- ☐ Foreign government;
- ☐ International organization per 26 CFR 1.6049-4;
- ☐ Other _____.

(5) Common parent.

- ☐ Offeror is not owned or controlled by a common parent;
- ☐ Name and TIN of common parent:
Name _____.
TIN _____.

(m) Restricted business operations in Sudan. By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) Prohibition on Contracting with Inverted Domestic Corporations.

(1) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at [9.108-2\(b\)](#) applies or the requirement is waived in accordance with the procedures at [9.108-4](#).

(2) Representation. The Offeror represents that—

- (i) It ☐ is, ☐ is not an inverted domestic corporation; and
- (ii) It ☐ is, ☐ is not a subsidiary of an inverted domestic corporation.

(o) Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.

(1) The offeror shall e-mail questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(2) Representation and Certifications. Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror—

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,500 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <http://www.treasury.gov/ofac/downloads/t11sdn.pdf>).

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if—

(i) This solicitation includes a trade agreements certification (e.g., [52.212-3\(g\)](#) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(p) Ownership or Control of Offeror. (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a unique entity identifier in the solicitation.

(1) The Offeror represents that it ☐ has or ☐ does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.

(2) If the Offeror indicates “has” in paragraph (p)(1) of this provision, enter the following information:

Immediate owner CAGE code: _____.

Immediate owner legal name: _____.

(Do not use a “doing business as” name)

Is the immediate owner owned or controlled by another entity: ☐ Yes or ☐ No.

(3) If the Offeror indicates “yes” in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest-level owner CAGE code: _____.

Highest-level owner legal name: _____.

(Do not use a “doing business as” name)

(q) Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law.

(1) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, The Government will not enter into a contract with any corporation that—

(i) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(ii) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(2) The Offeror represents that—

(i) It is ☐ is not ☐ a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(ii) It is ☐ is not ☐ a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(r) Predecessor of Offeror. (Applies in all solicitations that include the provision at [52.204-16](#), Commercial and Government Entity Code Reporting.)

(1) The Offeror represents that it ☐ is or ☐ is not a successor to a predecessor that held a Federal contract or grant within the last three years.

(2) If the Offeror has indicated “is” in paragraph (r)(1) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):

Predecessor CAGE code: _____ (or mark “Unknown”)

Predecessor legal name: _____

(Do not use a “doing business as” name)

(s) Representation regarding compliance with labor laws (Executive Order 13673). If the offeror is a joint venture that is not itself a separate legal entity, each concern participating in the joint venture shall separately comply with the requirements of this provision.

(1)(i) For solicitations issued on or after October 25, 2016 through April 24, 2017: The Offeror ☐ does ☐ does not anticipate submitting an offer with an estimated contract value of greater than \$50 million.

(ii) For solicitations issued after April 24, 2017: The Offeror ☐ does ☐ does not anticipate submitting an offer with an estimated contract value of greater than \$500,000.

(2) If the Offeror checked “does” in paragraph (s)(1)(i) or (ii) of this provision, the Offeror represents to the best of the Offeror’s knowledge and belief [Offeror to check appropriate block]:

☐ (i) There has been no administrative merits determination, arbitral award or decision, or civil judgment for any labor law violation(s) rendered against the offeror (see definitions in paragraph (a) of this section) during the period beginning on October 25, 2015 to the date of the offer, or for three years preceding the date of the offer, whichever period is shorter; or

☐ (ii) There has been an administrative merits determination, arbitral award or decision, or civil judgment for any labor law violation(s) rendered against the

Offeror during the period beginning on October 25, 2015 to the date of the offer, or for three years preceding the date of the offer, whichever period is shorter.

(3)(i) If the box at paragraph (s)(2)(ii) of this provision is checked and the Contracting Officer has initiated a responsibility determination and has requested additional information, the Offeror shall provide—

(A) The following information for each disclosed labor law decision in the System for Award Management (SAM) at www.sam.gov, unless the information is already current, accurate, and complete in SAM. This information will be publicly available in the Federal Awardee Performance and Integrity Information System (FAPIIS):

(1) The labor law violated.

(2) The case number, inspection number, charge number, docket number, or other unique identification number.

(3) The date rendered.

(4) The name of the court, arbitrator(s), agency, board, or commission that rendered the determination or decision;

(B) The administrative merits determination, arbitral award or decision, or civil judgment document, to the Contracting Officer, if the Contracting Officer requires it;

(C) In SAM, such additional information as the Offeror deems necessary to demonstrate its responsibility, including mitigating factors and remedial measures such as offeror actions taken to address the violations, labor compliance agreements, and other steps taken to achieve compliance with labor laws. Offerors may provide explanatory text and upload documents. This information will not be made public unless the contractor determines that it wants the information to be made public; and

(D) The information in paragraphs (s)(3)(i)(A) and (s)(3)(i)(C) of this provision to the Contracting Officer, if the Offeror meets an exception to SAM registration (see FAR [4.1102\(a\)](#)).

(ii)(A) The Contracting Officer will consider all information provided under (s)(3)(i) of this provision as part of making a responsibility determination.

(B) A representation that any labor law decision(s) were rendered against the Offeror will not necessarily result in withholding of an award under this solicitation. Failure of the Offeror to furnish a representation or provide such additional information as requested by the Contracting Officer may render the Offeror non responsible.

(C) The representation in paragraph (s)(2) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous representation, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation in accordance with the procedures set forth in FAR [12.403](#).

(4) The Offeror shall provide immediate written notice to the Contracting Officer if at any time prior to contract award the Offeror learns that its representation at paragraph (s)(2) of this provision is no longer accurate.

(5) The representation in paragraph (s)(2) of this provision will be public information in the Federal Awardee Performance and Integrity Information System (FAPIIS).

Note to paragraph (s): By a court order issued on October 24, 2016, this paragraph (s) is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, GSA, DoD and NASA will publish a document in the Federal Register advising the public of the termination of the injunction.

(t) Public Disclosure of Greenhouse Gas Emissions and Reduction Goals. Applies in all solicitations that require offerors to register in SAM ([52.212-1\(k\)](#)).

(1) This representation shall be completed if the Offeror received \$7.5 million or more in contract awards in the prior Federal fiscal year. The representation is optional if the Offeror received less than \$7.5 million in Federal contract awards in the prior Federal fiscal year.

(2) Representation. [Offeror to check applicable block(s) in paragraph (t)(2)(i) and (ii)].

(i) The Offeror (itself or through its immediate owner or highest-level owner) ☐ does, ☐ does not publicly disclose greenhouse gas emissions, i.e., makes available on a publicly accessible website the results of a greenhouse gas inventory, performed in accordance with an accounting standard with publicly available and consistently applied criteria, such as the Greenhouse Gas Protocol Corporate Standard.

(ii) The Offeror (itself or through its immediate owner or highest-level owner) ☐ does, ☐ does not publicly disclose a quantitative greenhouse gas emissions reduction goal, i.e., make available on a publicly accessible website a target to reduce absolute emissions or emissions intensity by a specific quantity or percentage.

(iii) A publicly accessible website includes the Offeror's own website or a recognized, third-party greenhouse gas emissions reporting program.

(3) If the Offeror checked "does" in paragraphs (t)(2)(i) or (t)(2)(ii) of this provision, respectively, the Offeror shall provide the publicly accessible website(s) where greenhouse gas emissions and/or reduction goals are reported:_____.

(u)(1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions), Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with an entity that requires employees or subcontractors of such entity seeking to report waste, fraud, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(2) The prohibition in paragraph (u)(1) of this provision does not contravene requirements applicable to Standard Form 312 (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(3) Representation. By submission of its offer, the Offeror represents that it will not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (e.g., agency Office of the Inspector General).

5.1.3 TYPE OF CONTRACT (FAR 52.216-1)(APR 1984)

The Government contemplates award of a **Fixed Price Service** contract resulting from this solicitation.

5.1.4 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS. (FAR 52.222-22)(FEB 1999)

The offeror represents that --

(a) It has, has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) It has, has not filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

5.1.5 BIOBASED PRODUCT CERTIFICATION (FAR 52.223-1)(MAY 2012)

As required by the Farm Security and Rural Investment Act of 2002 and the Energy Policy Act of 2005 (7 U.S.C. 8102(c)(3)), the offeror certifies, by signing this offer, that bio-based products (within categories of products listed by the United States Department of Agriculture in 7 CFR part 3201, subpart B) to be used or delivered in the performance of the contract, other than bio-based products that are not purchased by the offeror as a direct result of this contract, will comply with the applicable specifications or other contractual requirements.

SECTION 6 - SOLICITATION PROVISIONS

6.1 FAR 52.252-1 Solicitation Provisions Incorporated by Reference (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es): www.acquisition.gov

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

52.204-16 Commercial and Government Entity Code Reporting (JUL 2016)

6.2 FAR 52.212-1 Instructions to Offerors - Commercial Items (OCT 2016)

(a) *North American Industry Classification System (NAICS) code and small business size standard.* The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) *Submission of offers.* Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show --

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers;
- (3) The name, address, and telephone number of the offeror;
- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
- (5) Terms of any express warranty;
- (6) Price and any discount terms;
- (7) "Remit to" address, if different than mailing address;
- (8) A completed copy of the representations and certifications at FAR 52.212-3 (see FAR 52.212-3(b) for those representations and certifications that the offeror shall complete electronically);
- (9) Acknowledgment of Solicitation Amendments;
- (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
- (11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) *Period for acceptance of offers.* The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) *Product samples.* When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during pre-award testing.

(e) *Multiple offers.* Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) *Late submissions, modifications, revisions, and withdrawals of offers.*

- (1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.
- (2)
 - (i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is “late” and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and—
 - (A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or
 - (B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government’s control prior to the time set for receipt of offers; or
 - (C) If this solicitation is a request for proposals, it was the only proposal received.
 - (ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.
- (3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.
- (4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.
- (5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may

be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) *Contract award (not applicable to Invitation for Bids)*. The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) *Multiple awards*. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation.

(1)

(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--

GSA Federal Supply Service Specifications Section
Suite 8100
470 L'Enfant Plaza, SW
Washington, DC 20407
Telephone (202) 619-8925
Facsimile (202) 619-8978).

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites--

(i) ASSIST (<https://assist.dla.mil/online/start/>).

(ii) Quick Search (<http://quicksearch.dla.mil/>).

(iii) ASSISTdocs.com (<http://assistdocs.com>).

(3) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by—

(i) Using the ASSIST Shopping Wizard (<https://assist.dla.mil/wizard/index.cfm>);

(ii) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or

(iii) Ordering from DoDSSP, Building 4 Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697/2197, Facsimile (215) 697-1462.

(4) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) *Unique entity identifier.* (Applies to all offers exceeding \$3,500, and offers of \$3,500 or less if the solicitation requires the Contractor to be registered in the System for Award Management (SAM) database.) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “Unique Entity Identifier” followed by the unique entity identifier that identifies the Offeror's name and address. The Offeror also shall enter its Electronic Funds Transfer (EFT) indicator, if applicable. The EFT indicator is a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the Offeror to establish additional SAM records for identifying alternative EFT accounts (see subpart 32.11) for the same entity. If the Offeror does not have a unique entity identifier, it should contact the entity designated at www.sam.gov for unique entity identifier establishment directly to obtain one. The Offeror should indicate that it is an offeror for a Government contract when contacting the entity designated at www.sam.gov for establishing the unique entity identifier.

(k) *System for Award Management.* Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the SAM database accessed through <https://www.acquisition.gov>.

(l) *Debriefing.* If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

(1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(2) The overall evaluated cost or price and technical rating of the successful and debriefed offeror and past performance information on the debriefed offeror.

(3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

- (4) A summary of rationale for award;
- (5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.
- (6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

6.3 SERVICE OF PROTEST (FAR 52.233-2) (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from

Utah Acquisition Support Center
ATTN: Kellie Martinsson, Purchasing Agent
2222 West 2300 South
Salt Lake City, UT 84119

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

6.4 INQUIRIES (AGAR 452.204-70)(FEB 1988)

Inquiries and all correspondence concerning this solicitation should be submitted in writing to the Contracting Officer. Offerors should contact only the Contracting Officer issuing the solicitation about any aspect of this requirement prior to contract award.

6.5 SITE VISIT (FAR 52.237-1)(APR 1984)

A site visit is scheduled to take place on Wednesday, April 25 at 1:00 p.m. (Mountain Time). Potential offeror's shall meet at the Heber Kamas District Office located at 2460 South Highway 40, Heber UT 84032. Offerors or quoters are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award.

6.6 SIZE STANDARD AND NAICS CODE INFORMATION (AGAR 452.219-70)(SEP 2001)

The North American Industrial Classification System Code(s) and business size standard(s) describing the products and/or services to be acquired under this solicitation are listed below:

Contract line item(s): All

- NAICS Code **561720 (Janitorial Services)**
- Size Standard **\$18.0 Million**

6.6 Instructions for the Preparation of Quote:

Quotes are due on 05/10/17 no later than 9:00 A.M. at the Utah Acquisition Support Center; 2222 West 2300 South, Salt Lake City, UT 84119.

Quotes may be submitted by, email, or fax to the attention of Kellie Martinsson:

Email: kmartinsson@fs.fed.us

Fax: (801) 975-3483

Please Contact Kellie Martinsson with any questions about this solicitation at (801) 975-3428

AT A MINIMUM, OFFEROR SHALL SUBMIT THE FOLLOWING DOCUMENTS BACK WITH THEIR RESPONSE TO THIS SOLICITATION:

1. SF-1449 – SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (Complete, Date and Sign)

2. SCHEDULE OF ITEMS

3. TECHNICAL RESPONSE AS IDENTIFIED IN EVALUATION FACTORS FOR AWARD

4. Part 5.1.2, OFFEROR REPRESENTATIONS AND CERTIFICATIONS, paragraph (b) of provision 52.212-3. (OFFEROR REPRESENTATIONS AND CERTIFICATIONS-COMMERCIAL ITEMS), COMPLETE ENTIRE PROVISION OR PARAGRAPH (b) ONLY, AS APPLICABLE (PAGE 61) SIGN AND DATE IN MARGIN.

5. Part 5.1.2, REPRESENTATION BY CORPORATIONS REGARDING DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW. Paragraph (q) (2) of provision 52.212-3 (PAGE 75) FILL OUT AND SIGN AND DATE IN MARGIN.

6. Exhibit # 1-EXPERIENCE AND EQUIPMENT QUESTIONNAIRE.

7. ATTACHMENT F-FORM SF-1413 SUBCONTRACTOR (IF APPLICABLE).

6.7 EVALUATION-COMMERCIAL ITEMS

A contract will be awarded to the lowest-priced technically acceptable offeror. Quotes will be evaluated for acceptability but will not be ranked using the non-cost/price factors. In order to be eligible for award, offerors must receive a rating of “acceptable” in every non-price factor/subfactor. In the interest of economy and efficiency, the Government will start by evaluating the technical quote of the lowest-priced offeror and will award to that offeror if the technical quote is rated “technically acceptable”. If the lowest offeror receives a rating of “unacceptable” in any of the non-cost factors, the Government will then move on to evaluating the technical quote of the next lowest offeror and so on until a quote is rated “technically acceptable”. Therefore, the technical quote of the non-low price offerors may or may not be evaluated.

Per, FAR 52.217-5 Evaluation of Options (JUL 1990), Except when it is determined in accordance with FAR 17.206(b) not to be in the Government’s best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

The following factors and sub-factors will be used to determine technical acceptability. Offeror shall provide the information necessary, including for any subcontractors, to evaluate the following factors and sub-factors:

Factor #1 – Technical Capability of Offeror. In order to receive a rating of “acceptable”, offer must at a minimum, demonstrate adequate experience and technical capability of the services offered to meet or exceed the technical specifications. Specifically, the Government will evaluate for the following and each category must receive a rating of acceptable in order to receive an overall rating of acceptable in this factor:

Sub-factor #1.1 – Experience in performing janitorial services – In order to receive a rating of acceptable, offer must demonstrate 3 years or more experience providing janitorial services.

Sub-factor #1.2 – Equipment – In order to receive a rating of acceptable, offer must demonstrate that they have adequate equipment and resources to provide janitorial services. Equipment must be in good working condition and offeror must indicate equipment condition in writing.

Sub-factor #1.3 Approach and Capability to complete work – In order to receive a rating of acceptable, offeror’s approach, project management, staffing experience, training, and scheduling must reflect the ability to successfully perform.

Factor #2 – Use of Bio-Based Products and Safety Record. In order to receive a rating of “acceptable”, offeror must at a minimum, demonstrate use of biobased products and commitment to safety. Specifically, the Government will evaluate

for the following and each category must receive a rating of acceptable in order to receive an overall rating of acceptable in this factor:

Sub-factor #2.1 Bio-based Products – In order to receive a rating of acceptable, offeror must identify the biobased products to be used to perform these services.

Sub-factor #2.2 Safety – In order to receive a rating of acceptable, offeror must provide a project specific safety plan and provide a safety history that demonstrates no safety infractions within the previous three years.

Factor #3 -Past Performance – In order to receive a rating of “acceptable” for this factor, offeror must, Offeror have a recent past performance rating for of acceptable/satisfactory or higher for same or similar services. The offeror is must provide at a minimum two references for past performance, including any proposed subcontractor. References should include contact name, phone number and email, and a description of the services provided. The past experience should indicate successes of the contractor in completing/meeting delivery dates and customer satisfaction as well as address any problems.

Sub-factor #1- Recency of present/past performance in relation to this effort – The Government considers “recent” present/past performance to be within the past 3 years.

Sub-factor #2- Relevancy of present/past performance in relation to this effort - The Government considers “relevant” present/past performance to be present/past performance effort involved in similar scope and magnitude of effort and complexities this solicitation requires.

The Government may also use past performance information obtained from other than the sources identified by the offeror. Information obtained from the Past Performance Information Retrieval System (PPIRS) database located at <http://www.ppirs.gov> is one of the sources that will be utilized. PPIRS functions as the central warehouse for performance assessment reports received from several Federal performance information collection systems and is sponsored by the DOD E-Business Office and administered by the Naval Sea Logistics Center Detachment Portsmouth.

NOTE: *In accordance with FAR 15.305 (a)(2)(iv)), in the case of an offeror without a record of relevant past performance or for whom information on past performance is not available or so sparse that no meaningful past performance rating can be reasonably assigned, the offeror shall be determined to have unknown past performance. In the context of acceptability/unacceptability, “unknown” will be considered “acceptable.”*

PRICE: Award will be made to the lowest priced offeror that is evaluated as “acceptable” for all non-price factors.